

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 61		
2. CONTRACT NO.		3. SOLICITATION NO. N00178-05-R-1023		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 25 Mar 2005		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY NSWCDD ATTN:XDS11 (BLD 183 RM 102) (XDS11@NSWC.NAVY.MIL) 17320 DAHLGREN ROAD DAHLGREN VA 22448-5100  TEL: (540) 653-7478 FAX (540) 653-7088				CODE N00178		8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE  TEL: FAX		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
<b>SOLICITATION</b>										
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Blg 183, 1st Floor, Rm 102</u> until <u>04:00 PM</u> local time <u>25 Apr 2005</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME XDS11		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (540) 653-7478			C. E-MAIL ADDRESS xds11@nswc.navy.mil			
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<b>OFFER (Must be fully completed by offeror)</b>										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

## Section A - Solicitation/Contract Form

## CLAUSES INCORPORATED BY FULL TEXT

## Ddl-A20 NOTICE TO CONTRACTORS

**NOTICE TO CONTRACTORS**

**THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.**

**CCR Annual Renewal**

You must ANNUALLY confirm your registration in the Central Contractor Registration (CCR) database or the Defense Finance and Accounting Service (DFAS) may not process your invoice. You may obtain more information on this annual renewal confirmation process by calling 1-888-227-2423 or via the internet at <http://www.ccr.gov/>

## EFTS

Electronic Funds Transfer (EFT) payments are based on the EFT information contained in the CCR database. It is critical that you ensure that your EFT information in the CCR database remains current and correct.

## INVOICES

Invoices must be prepared as prescribed by this contract/order or they may be rejected by the paying office. This contract/order incorporates one or more of the following clauses regarding preparation and submission of invoices:

FAR 52.212-4

FAR 52.213-2

FAR 52.232-25

Please insure that invoices are prepared and submitted in accordance with these clauses and the following additional information:

INVOICE PREPARATION – PLEASE ENSURE THAT YOUR INVOICE CLEARLY REFLECTS:

- (1) INVOICE NUMBER,
- (2) DATE OF INVOICE,
- (3) COMPANY NAME AND REMIT TO ADDRESS (COMPANY NAME ON THE INVOICE MUST MATCH THE COMPANY NAME ON THE CONTRACT/ORDER),
- (4) CONTRACT/ORDER NUMBER, AND
- (5) INVOICE AMOUNT.

INVOICE SUBMISSION – If a “SUBMIT TO” address is designated in one of the clauses listed above, submit the original invoice to that address and submit one copy to the address shown below. If there is no address designated in any of the clauses listed above, submit the original of each invoice to the address shown below.

NAVAL SURFACE WARFARE CENTER, DAHLGREN DIVISION  
VENDOR PAY (CODE XDM10)  
17320 DAHLGREN ROAD  
DAHLGREN, VA 22448-5100

## **REGISTER FOR INVOICE STATUS**

You can register at the following web site to monitor the status of your invoices. This is the vendor pay inquiry system-MOCAS user registration. <http://vendorpay.dfas.mil/newuser>

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Upgrade of Six PFG-2 class Ships CPFF The contractor provide the necessary labor and materials to support the upgrade of the PFG-2 class ship's data link capability in accordance with Section C and as called out in specific task orders. FOB: Destination		Lot		
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Contract Data Requirements  The contractor shall provide the necessary data in accordance with DD Form 1423 Contract Data Requirements List. THIS CLIN IS NOT SEPARATELY PRICED. FOB: Destination				
NET AMT					

MINIMUM AND MAXIMUM QUANTITIES

The contract minimum is a total of \$2,400,000 worth of orders; the maximum quantity is the total Cost Plus Fixed Fee or Ceiling Price as set forth in the schedule. The maximum quantity is not to be exceeded.



## Section C - Descriptions and Specifications

STATEMENT OF WORK**SECTION C – DESCRIPTION / SPECIFICATION / WORK STATEMENT****STATEMENT OF WORK****C.1 BACKGROUND / PURPOSE / SCOPE**

**C.1.1 BACKGROUND:** Combat Direction Systems Activity (CDSA) Dam Neck has provided engineering support and services to the Naval Sea Systems Command Office of International Programs (NAVSEA 63) for several years under various projects and for various foreign Navies. The Taiwan Navy PFG-2 Data Link project is a portion of the FMS case TW-P-LEJ.

**C.1.2 PURPOSE:** The purpose of the Taiwan Navy PFG-2 Data Link project is to upgrade six PFG-2 class ship's data link capability by revising the existing PFG-2 Combat System Operational Tape (CSOT), Physical Mock Up Tape (PMUT), Simulation System Program (SSP) and associated products and installing the commercial equivalent of the U.S. Navy's Link 11 data link hardware. The project is scheduled for twenty four months of development and eighteen months of initial installation and support for six Taiwan Navy PFG-2 class ships. The exact hull numbers scheduled for installation will be identified at a later date.

**C.1.3 SCOPE:** This Statement Of Work (SOW) defines the requirements for Contractor support to be provided to CDSA Dam Neck Code F33 for the upgrade of six Taiwan Navy PFG-2 class ships to provide data link capabilities by revising the existing Combat System Operational Tape (CSOT), Physical Mock Up Tape (PMUT), Simulation System Program (SSP) and associated products. The required support shall also include system installation support and other related tasks as defined in this SOW and SOWs issued against the awarded contract.

**C.2 APPLICABLE DOCUMENTS:** There are no specifications or standards (neither government nor commercial) requiring adherence or compliance thereto, necessary for successful performance of this contract. There are, however, specifications, standards, instructions, directives, and other publications, specific portions of which, may be cited in individual task orders as guidance for the contractor in determining the content and format of data and other products to be delivered.

**C.2.1** The documents listed below are representative of those that might be cited in individual task orders. This list is not intended to be all-inclusive. The current edition(s) may be governing and will be so stated in each task order when awarded. Documents referenced in individual task orders will be provided as Government-Furnished Information with that task order.

C.2.1.1 Data Item Description (DID) set for MIL-STD 1697.

C.2.1.2 Data Item Description (DID) set for MIL-STD 498.

C.2.1.3 OPSPEC 411.3 and Appendix D of same for the United States Navy FFG-7 class frigates.

**C.3 REQUIREMENTS:** Work to be performed and required deliverables shall be specifically described in task orders to be placed against the contract by the Contracting Officer or designated Ordering Officer and shall be within the parameters of one or more of the tasks described below. As may be required in individual task orders, the Contractor shall furnish all labor and facilities, fabricate, assemble, receive, inventory, verify, package, temporarily store and ship material and equipment necessary in the performance of these tasks except for those facilities, material, equipment, and information to be provided by the Government. The Contractor shall acquire those incidental material items necessary to complete tasking.

- There may be situations during the performance of this contract when the Contractor becomes privy to source-sensitive information relating to other procurements or when the Contractor may be tasked to

evaluate deliveries or performance of other contractors. In such situations, it may be necessary for the Contractor to certify “non-disclosure” and/or to take precautions that would eliminate a real or potential conflict of interest, including certification of no interest on other related procurements.

**C.3.1 Design.** The Contractor shall:

- A. Review and analyze existing versions of the Taiwan Navy PFG-2 combat direction system (CDS) software, United States Navy FFG-7 CDS software, or other related technical specifications provided as Government Furnished Information (GFI). This software or documentation will be used as the baseline or starting point for potential reuse and revision to meet the deliverable requirements of this contract. Examples of GFI used in this task include the OPSPEC 411.3 Appendix D for the FFG-7 class frigates and U.S Navy FFG-7 CDS software.
- B. Analyze any existing design data to assure conformance to operational and contractual specification requirements.
- C. Participate in requirements, design, and test reviews and recommend process or document improvements where applicable.
- D. Develop, review, and analyze proposed engineering changes, waivers, deviations, and alterations for their impact on performance, reliability, maintainability, availability, quality, safety, and life cycle cost.
- E. Analyze operational and maintenance performance data to determine design defects detracting from the equipment or system's capability to perform its intended operational requirements and to meet its maintainability and reliability requirements.
- F. Recommend corrections or improvements for translation into detailed engineering changes, and develop engineering changes and/or alterations to provide improvements, and to correct service deficiencies, improve logistic support, and produce life cycle cost savings.

**C.3.2 Test Support.** The Contractor shall:

- A. Conduct or participate in Development Test (DT), Acceptance Test (AT), or Operational Test (OT) evolutions.
- B. Plan and develop fleet test programs.
- C. Maintain test procedures.

**C.3.3 Technical Documentation, Specifications, and Standards.** The Contractor shall:

- A. Develop, review for technical adequacy and accuracy of, and maintain technical manuals and other technical data in support of the Taiwan Navy PFG-2 Data Link project.
- B. Develop, review the technical adequacy and accuracy of, and maintain technical documentation, engineering drawings, and associated lists in accordance with the DD Form 1423 attached to this contract and SOWs issued against it. Examples of the deliverables expected under this task include software development and maintenance documentation such as that produced according to the Data Item Deliverable (DID) set for MIL-STD 1697 or MIL-STD 498 as listed in paragraph C.2 of this section. Additional examples include shipboard installation drawings, software installation instructions, and other technical documentation associated with the PG-2 Data Link project.
- C. Participate in reviews to ensure compatibility with the overall production and test effort.

**C.3.4 Data Analysis.** The Contractor shall:

- A. Produce performance test and evaluation data to determine and report areas of opportunity for improvement in design.
- B. Produce reliability, maintainability, test, technical evaluation, and production feedback to determine and report specific items with need for improvements in equipment reliability, maintainability, maintenance requirements, quality requirements, and logistic support.
- C. Establish, execute, and maintain analysis programs that quantify the impact of proposed and implemented design and logistic support changes on cost and operational availability.

**C.3.5 Software Production.** The Contractor shall:

- A. Analyze operational and maintenance performance data to ensure that maximum capability is present within the program(s) to support the system/platform.
- B. Provide corrections or improvements that translate into detail change proposals.
- C. Review engineering changes for their impact on performance, endurance, stability, and reliability of computer programs.
- D. Participate in configuration control of computer programs.
- E. Produce upgraded versions of the:
  - a. Combat Direction Systems (CDS) software to include source code, build processes, and executables.
  - b. Combat Systems Operational Tape (CSOT)
  - c. Physical Mock Up Tape (PMUT)
  - d. Simulation System Program (Simulation Support Processor (SSP)
  - e. PMU Instructor Console Program
  - f. Technical Manual change pages to the Operators Manual and System Operator Manuals (OM/SOMs)
  - g. Change pages to the Combat System Training Course
  - h. Data Link related Cable Run Sheets
  - i. Modification of the MK 60 Mod 4 Modified Combat System Switchboard
  - j. Field Chang Kit for the Insurance Spare MK 60 Mod 4 Modified Combat System Switchboard
  - k. SLA-10B Blanker "program"
  - l. Technical Data Package, in accordance with CDRLs and their referenced DIDs. The representative CDRLs are described in paragraph C.6.2 of this SOW and provided as attachments.

- F. Maintain liaison with the system level manager and his agents with respect to subsystem and equipment computer program interfaces.
- G. Provide a technical library and library services for collecting, storing, retrieving, distributing, and accounting for operational, test, and simulation programs.

**C.3.6 Installation Support.** The Contractor shall:

- A. Support first equipment installation and system functional validation through delivery of software programs.
- B. Provide engineering assistance and liaison during conduct of shipboard/shipyard installation and testing.

**C.3.7 Training and Manning.** The Contractor shall:

- A. Develop and/or review and comment on training plans.
- B. Review and comment on training and manning material and propose improvements as recognized.
- C. Review technical content of training material and propose improvements.
- D. Develop or update training material required as a result of equipment/system design and logistic support changes.
- E. Assist in the procurement, installation, and acceptance of technical training subsystems/equipment prior to introduction of the subsystems/equipment into the fleet.

**C.3.8 Data Management.** The Contractor shall:

- A. Assure that all technical data that defines product baselines are maintained current based on approved engineering changes, including implementing their effects on technical manuals and preventive/corrective maintenance documentation.
- B. Analyze the impact of engineering changes on all technical documentation.
- C. Maintain current, all technical data that define operational equipment/systems baselines to reflect approved engineering changes, including implementing their effects on technical manuals and preventive and corrective maintenance documentation.
- D. Maintain current, all technical data that require changes and revisions.
- E. Execute and maintain analysis programs that quantify the impact of proposed and implemented systems, equipment, and logistic support changes.

**C.3.9 Configuration Management.** The Contractor shall:

- A. Participate in the development and review of Configuration Management (CM) plans, specifications, and procedures.
- B. Establish and maintain initial configuration status accounts of product baselines, including status of engineering changes and effective points of approved changes, waivers, and deviations, review engineering changes, deviations, and waivers for concurrence in classification.
- C. Participate in configuration audits.
- D. Establish and maintain an effective and standardized configuration management program that will ensure control of the hardware, technical documentation, and computer program configuration baselines.
- E. Provide support to the appropriate Change Control Board (CCB) to review engineering changes and make recommendations for approval or disapproval.

**C.3.10 Programs Support.** The Contractor shall:

- A. Attend meetings, conferences, working groups, etc., in support of tasked programs.
- B. Develop programmatic matter (reports, plans, metrics, presentations, etc.) in support of tasked programs.

**C.4 CONTRACTOR RESPONSIBILITIES:** The Contractor shall:

- A. Designate in writing those persons authorized to accept/reject verbal orders.
- B. Designate at least one person and one alternate as the liaison officer with authority to:
  - a. Assume all liaison responsibilities relative to the task orders issued hereunder.
  - b. Resolve estimated pricing of task orders.
  - c. Accept/reject task orders.
  - d. Attend task review conferences to resolve problems encountered during performance of tasks.
- C. Designate a task team leader (per individual task) who will be responsible for:
  - a. Contacting the Commanding Officer (or his/her designated representative) upon arrival at and prior to departure from any vessel or forward-site activity visited.
  - b. Providing a verbal report to the Commanding Officer (or his/her designated representative) (for vessel and forward-site visits) indicating actual operational condition of the equipment/system on which work was performed.

**C.5 CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

a. The Department of Defense Contract Security Classification Specification (DD Form 254), attached hereto, itemizes the security classification requirements for this contract. The work to be performed under this contract requires access to, and the handling of, classified information up to and including the SECRET security level. The Contractor shall obtain facility and personnel clearances required by the Department of Industrial Security Program prior to starting work under this contract.

b. All personnel performing classified tasks under this delivery order shall possess, at minimum, a DoD Industrial Security Clearance of at least CONFIDENTIAL, or SECRET for all personnel assigned to perform work on board ships.

(1) Contractor requests for visit authorizations shall be submitted in accordance with DoD 5520.22M (Industrial Security Manual for Safeguarding Classified Information) as early as practicable and not later than three working days prior to visit (except in cases of urgency).

- When a contractual relationship exists, original requests shall be delivered to the Security Officer of the activity being visited.
- When a contractual relationship does not exist, original requests shall be delivered to the Security Officer of CDSA Dam Neck via the Contracting Officer's Representative (COR), with the original copy of the request being forwarded to the activity being visited by the CDSA Dam Neck Security Officer.

(2) Visit requests for subcontractors shall be submitted to the appropriate contractor Facility Security Officer (FSO) for certification of need-to-know, when applicable.

(3) Requirements for possession of a security clearance higher than SECRET shall be brought to the attention of the Contracting Officer for possible contract modification.

**C.6 REPORTS**

**C.6.1 Contract Level Data Items.** The Contractor shall deliver this data item, as described on the DD Form 1423, Contract Data Requirements List (CDRL) Attachment A hereto, containing data at the contract (versus task order) level.

**C.6.1.2 Government-Owned Property Reports:** Government-owned property in the custody of the Contractor shall be reported periodically. This requirement is in addition to anything required by regulation, statute, or the assigned Government Property Administrator. This includes items loaned by the Government as well as that which is Contractor-Acquired. The Contractor shall deliver monthly, in accordance with CDRL Item Number A001 of Exhibit A to this SOW, a Government-Owned Property Data Base Report.

a. Each item of government-owned property under the contract shall be allocated to only one task order. Government-owned property utilized by multiple task orders shall be allocated to that which paid for it, provided it, or gets the most benefit (in that order of precedence).

b. All items in the report shall be sorted by task order number (if applicable), Government bar code, Government plant account number, and Government minor property number. This report may be combined with the same report for other task orders in effect under the contract with the following stipulation: Sort first by task order number.

**C.6.2 Task Order Level Data Items:** The Contractor shall deliver these data items, as described on the DD Form 1423, Contract Data Requirements List (CDRL) Attachment A hereto, containing data at the task order (versus contract) level. The data deliverables described here are not a requirement of this contract except as they may be cited in individual task orders.

**C.6.2.1 Interim Progress Report (Technical):** Interim progress reports (technical) shall be delivered during the performance of each task order in accordance with CDRL Item No. B001, Attachment A to this SOW.

**C.6.2.2 Interim Progress Report (Financial):** Interim progress reports (funds & man-hours) shall be delivered during the performance of each task order in accordance with CDRL Item No. B002, Attachment A to this SOW.

**C.6.2.3 Final Report:** A final report, in accordance with CDRL Item No. B003 shall be delivered at the completion of each task order and shall include, in addition to the information specified in the referenced Data Item Description, a compilation of all individual interim progress reports.

**C.6.2.4 Conference Reports:** The Contractor may be required by task orders to attend meetings, conferences, and working groups in support of the various task orders. Unless other criteria are described in an individual task order, conference reports shall be delivered for all meetings, conferences, and working groups attended while performing each task order and which had four or more persons in attendance or for those in which action responsibilities, and/or milestones were assigned, regardless of the number of persons in attendance. Conference reports shall be delivered in accordance with CDRL Item No. A005, Attachment A to this SOW.

**C.7 PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS:** None of the services required by this contract shall be subcontracted to, or performed by, persons other than the Contractor or the Contractor's employees without the prior written consent of the Procuring Contracting Officer.

## **C.8 PAYMENT OF DIRECT SUPPORT COSTS (i.e., TRAVEL, PER DIEM, MATERIAL)**

### **C.8.1 TRAVEL**

a. General: All travel under this contract, in addition to general authorization in the task order, must be requested of, and authorized by, the CDSA Dam Neck Technical Assistant (TA) or Project/Program Lead (PL), in writing or by electronic mail, and with information copy to the COR prior to accomplishment and must show the appropriate task order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high-cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this contract. The Contractor shall support travel costs in periodic progress reports (as

described in the CDRL (DD Form 1423, attached) with copies of internally generated reports showing who traveled, where, why, and cost.

b. Area of Travel: Performance under this contract may require travel by Contractor personnel. In some cases Contractor personnel may be required to travel to and work shipboard, or in an industrial environment, or overseas where special safety, health, and/or immigration requirements are imposed. The Contractor shall not direct-bill for any costs associated with these requirements.

c. Reimbursable Travel Costs: Except as otherwise provided below under non-reimbursable travel costs, the Contractor will be reimbursed for authorized travel costs in accordance with the Joint Travel Regulation in effect at the time of the travel, plus applicable DCAA approved burden rate(s). No fee will be allowed on travel and per diem costs.

d. Non-Reimbursed Travel Costs:

(1) Travel performed for personal convenience and daily travel to and from work at the Contractor's facility will not be reimbursed as a direct charge.

(2) Travel costs incurred in the replacement of personnel will not be reimbursed when such replacement is accomplished at the Contractor's or employee's convenience.

(3) Relocation costs and travel costs incident to relocation are not allowable and will not be reimbursed under the resultant contract unless otherwise negotiated into contract award.

e. Shipboard Stays: Whenever work assignments require temporary duty aboard a Government vessel (owned or leased) or a commercial vessel contracted to perform a service, the Contractor will be reimbursed at the per diem rates identified in the JTR. Contractor employees embarked on submarines shall be entitled to a pay differential equal to 25% of their basic pay for the period the submarine is actually submerged.

f. Common Carriers: The Contractor shall be reimbursed for the actual cost of transportation incurred by its personnel not to exceed the cost of coach/tourist class to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Contracting/Ordering Officer in the task order.

**NOTE:** Travel fares and costs in excess of the normal coach/tourist class rates will be allowed only when acceptance of the coach/tourist rate would have an adverse effect on the mission being performed. Further, such travel must be approved by the Contracting/Ordering Officer prior to reimbursement.

g. Privately Owned Vehicles: When authorized by the Contracting/Ordering Officer, which includes authorization within a task order, the use of privately owned conveyances within CONUS by the traveler will be reimbursed as allowed by the JTR. Distances between points shall be as shown on standard highway mileage guides. Any deviations from standard distances shall be explained on the internally generated report which accompanies the periodic report (see paragraph C.9.1.a, above).

h. Vehicle Rental/Lease: The Contractor shall be entitled to reimbursement for mid-size (or smaller) automobiles, exclusive of non-business mileage and fuel charges, as authorized by the Contracting/Ordering Officer, which includes authorization within a task order, when the travel is required to be performed outside 50 miles radius of the employee's local facility.

(1) Rental cars will be authorized at a rate of one vehicle for every three travelers per trip. A trip is defined herein as all travelers traveling to the same location at the same time (within 24 hours). The employee authorized the rental car shall be responsible for transporting all other travelers in the team.

(2) Vehicles other than mid-size (or smaller) automobiles (such as standard-size, full-size, station wagons, vans, etc.) or vehicles of a special body style or with special features (such as convertibles, sunroofs, cellular telephones, etc.) will not be authorized without prior written approval by the Contracting/Ordering Officer, which includes authorization within a task order, if the cost of such vehicle is greater than the same rental company's same-sized, mid-size, or smaller automobile.

(3) Any deviation in the number, size, or type of vehicle requires prior written approval of the Contracting/Ordering Officer, which includes authorization within a task order.

**C.8.2 MATERIAL:** The cost of materials furnished pursuant to specific authorization by the Contracting/Ordering Officer shall be reimbursed at the Company's invoice cost, less any discounts to be taken plus applicable DCAA approved burden rate(s). No fee will be allowed on material cost. Expendable material costs for items such as office supplies, report paper, diskettes, compact discs, printer ribbons, toner cartridges, printer wheels/thimbles, drafting equipment, and tools of the trade items such as word processing and reproduction equipment or any equipment that is normally found in an office shall be absorbed by the Contractor in its applicable burden rate (unless required as a deliverable under a task order). However, if it is in accordance with the Contractor's DCAA-approved accounting practice to direct such charges as word processors, computers, etc., and the Contractor identifies this in its cost proposal, these costs will be an allowable direct charge. The Contractor shall support material costs in periodic progress reports with copies of internally generated reports showing what was bought, from whom, quantity, unit cost, and extended cost.

**C.9 TRAINING:** The Contractor awarded this contract is expected to provide fully trained and competent personnel to accomplish the various tasking. No costs associated with the training of contractor personnel will be reimbursed. The title of the event is irrelevant (conference, seminar, symposium, etc.); if there is a fee charged to participate, it is considered training and will not be reimbursed.

- Notwithstanding the above, it is understood that the Government may order services requiring knowledge and skills of a newly emergent technology. The Contracting Officer may, on a case basis, authorize the expenditure of Government funds for the training of Contractor personnel. Such authorization must be explicit in the task order (including modification thereof).

## **C.10 DEFINITION OF STRAIGHT TIME, OVERTIME, AND FLEX-TIME**

**C.10.1 Straight Time:** Defined as a workweek of 40 hours (in accordance with FAR 22.103-1).

**C.10.2 Overtime:** Defined as any time worked by a Contractor's employee in excess of the employee's normal workweek and in excess of 40 hours per week (in accordance with FAR 22.103-1). Overtime shall be used only upon prior approval by the Contracting/Ordering Officer, including approval within a task order.

**C.10.3 Flex-Time:** Not defined in nor recognized by the FAR and, therefore, any flex-time plan proposed by the Contractor must be submitted to the Contracting Officer for approval prior to implementation.

## **PERFORMANCE BASED QUALITY ASSURANCE SURVEILLANCE PLAN**

1.0 The contractor's performance in each of the task areas of Statement Of Work will be continually monitored in conjunction with the criteria set forth below. The written evaluation will be accomplished on an annual basis. The results of this evaluation will be taken into account in the contractor's PPIRS evaluation. The primary Government official responsible for the QASP evaluation is the Contracting Officer's Representative (COR) for the Deliver Order. Other Government individuals having information relevant to the quality of contractor performance may assist the COR.



2.0 Contractor performance will be assessed on a continuing basis throughout the year based on review and assessment of products and deliverables (technical and management), by observation of personnel during technical meetings and task execution, by monthly progress and status reports for the Contractor, and general contacts with the contractor.

3.0 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

3.1 Quality of Product or Service – Addresses the extent to which the contractor (a) met contract technical requirements, including the accuracy (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source) and completeness of reports/ data delivered (products are complete, well coordinated with all related managers and personnel, and presented in concise and understandable format); (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes; (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective and (g) services are provided in a professional unbiased manner.

3.2 Schedule – Addresses the extent to which the contractor met contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the TOM or his representative.

3.3 Cost Control – Addresses the contractor's overall effectiveness in controlling both direct and indirect costs as well as the incidence of cost overruns.

#### CLAUSES INCORPORATED BY FULL TEXT

#### Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCDL BASE ACCESS

The contractor shall insure that all employees who have a NSWCDL badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCDL Physical Security of all changes in their contract personnel requiring NSWCDL base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCDL Physical Security in advance of the date, time and location where the NSWCDL representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCDL badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCDL Physical Security of the separation and make arrangements between the former employee and NSWCDL Physical Security for the return of the badge and removal of the sticker.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

- (a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.
- (b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.
- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.
- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.
- (e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.
- (f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

#### HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

## HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

## HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) \*\* sponsor: \_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_  
(Name of Requiring Activity)

\_\_\_\_\_  
(City and State)

\*\* TBD at time of award.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUL-2005 TO 31-JUL-2010	N/A	COMBAT DIRECTION SYSTEMS ACTIVITY CODE F33 ACTIVITY, DAHLGREN DIV NSWC 1922 REGULUS AVENUE VIRGINIA BEACH VA 23461-2097 FOB: Destination	N63273
0002	POP 01-JUL-2005 TO 31-JUL-2010	N/A	N/A FOB: Destination	

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.252-2	Clauses Incorporated By Reference	FEB 1998
252.204-7000	Disclosure Of Information	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## DdI-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

**1. Procuring Contracting Officer (PCO):**

- (a) Name: Patricia Canciglia  
 Address: Code XDS11  
 Dahlgren Division  
 Naval Surface Warfare Center  
 17320 Dahlgren Road  
 Dahlgren, Virginia 22448-5100  
 Phone: (540) 653- 7478; FAX: (540) 653- 7088  
 E-mail: Patricia.Canciglia@navy.mil

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this contract or orders issued thereunder and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

**2. Contract Specialist:**

- (a) Name: Raymond White  
 Address: Code XDS11H  
 Dahlgren Division  
 Naval Surface Warfare Center  
 17320 Dahlgren Road  
 Dahlgren, Virginia 22448-5100  
 Phone: (540) 653- 8724; FAX: (540) 653- 7088  
 E-mail: Raymond.White1@navy.mil

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

**3. Contracting Officer's Representative (COR):**

Name: [ \* ]

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this contract.

**4. Paying Office**



(a) Name: [ \* ]

(b) The Paying Office makes all payments under the contract.

(c) *(DFAS Charleston only)* For the status of invoices and for payments of all types of commercial orders, contact DFAS Charleston Operation, Customer Service, Charleston, S.C. on (800) 755-3642 or (843) 746-6211. The office is open from 8:00 AM to 4:00 PM local time.

[ \* ] -- to be completed at contract award

#### Ddl-G12 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful offeror will be conducted within [ \* ] days after award of the contract. The conference will be held at the address below:

Location/Address: [ \* ]

(b) The contractor will be given [ \* ] working days notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a post-award conference shall in no event constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

[ \* ] -- to be specified at contract award

#### Ddl-G21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS

(a) The decision on whether or not the Order will be Cost-Plus-Fixed-Fee (Completion or Term), will be made dependent on the amount of detail the specification/statement of work provides. Each Request for Quotation sent to the Contractor shall state the type of order deemed appropriate by the Government. In the event the Contractor disagrees with the Government's assessment, the Contractor shall notify the Contracting Officer within five working days. The Contracting Officer will attempt to reach an agreement with the Contractor on the type of order to be negotiated. Any disagreement between the Contractor and Contracting Officer, with respect to order type, shall constitute a dispute under the clause of the contract entitled "Disputes."

(b) The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the contractor to complete and deliver the specified end product (e.g. a final report of research accomplishing the goal or target) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The term form describes the scope of work in general terms and obligates the contractor to devote a specified level of effort for a stated time period. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period and upon contractor certification that the level of effort specified in the order has been expended in performing the contract work.

(d) A firm fixed price order provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the Order. Profit will be at [\*\*\*] for each firm fixed price Order.

\*\*\*To be determined

#### Ddl-G22 TASK/DELIVERY ORDER PROPOSAL REQUIREMENTS

(a) The contractor shall submit proposals for orders in response to written requests issued by the Contracting Officer. Proposals shall be provided within five (5) working days after receipt of the request. The request will identify the projected order type and period of performance. For term-type orders, the Government's estimate of the labor mix and level-of-effort will be provided as well as the estimate for direct travel and materials. A copy of the Statement of Work with deliverable requirements will also be provided.

(b) Proposals shall contain, as a minimum, the following information. This requirement applies equally to the level of detail required from the prime contractor and, if applicable, each proposed subcontractor. Additional information, unique to the order will be specified in the request. This may include a requirement for a brief statement of technical approach and schedule for completion type orders.

(1) Proposed direct labor to include contract and contractor labor category, proposed direct hours (separately identified as regular and UT, if applicable), proposed hourly rate (undecrement and decremented), and extended direct labor dollars for each individual. If new personnel are proposed to be added, resumes in the format provided in Section H shall be included. Vacancies shall be described in terms of projected availability date. For term orders, any variances from the Government estimate shall be addressed and justified.

(2) Other direct costs – For term orders, any variances from the Government estimate shall be identified and justified. For completion orders, a description and associated dollars for each ODC item shall be provided. In addition, provide the rationale for the amount proposed.

(3) Travel – For term orders, any variances from the Government estimate shall be identified and justified. For completion orders, identify the point of origin and destination, length of trip (including transit time), number of travelers, and number of trips. Costs shall be broken down into transportation, per diem, rental car, personal mileage, etc., with a total provided for each trip.

(4) Indirects – Provide rates and associated dollars for each proposed indirect pool (i.e., fringe, overhead, G&A, material handling, etc.,)

(5) Include planned expenditure charts showing projected labor-hour and dollar expenditures on a monthly basis.

(c) The contractor shall deliver to the Government all order proposals via electronic (Internet) transmission to the maximum extent practicable. Although not bearing original signatures, the Government will consider all such deliveries to carry the same force and effect as if submitted in hard copy and bearing original signatures of the contractor.

(d) The contractor shall provide a copy of each order's proposal directly to the COR at the same time the proposal is submitted to the Contracting Officer.

#### Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

##### (a) Travel Costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary

changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from work at the contractor's facility (i.e., designated work site) or to and from NSWCDD when NSWCDD is the designated work site.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

**Ddl-G41 PAYMENT OF FIXED FEE (COST PLUS FIXED FEE)**

(a) Subject to the withholding provisions of this clause, and any other adjustments required by other contract clauses, the fixed fee shall be paid in installments.

(b) The amount of each fee installment shall be billed at [ \* ]% of allowable costs. This percentage reflects the ratio of total contract fixed fee to total contract estimated cost.

(c) In accordance with FAR 52.216-8 FIXED FEE in Section I of this contract, the Contracting Officer has established a withholding of 15% of funded fixed fee, not to exceed \$100,000. The contractor's provisional payment vouchers may invoice fee at the percentage cited in paragraph (b) above, up to 85% of the funded fixed fee.

[ \* ] -- to be specified at contract award]

**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [ ] copies, to the contract auditor\* at the following address:

\*\*\*TBD at time of award

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to

the address specified in the order. In addition, an information copy shall be submitted to \_\_\_\_\_. Following verification, the contract auditor\* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [ ] calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

\_\_\_\_\_ X is required with each invoice submittal.

\_\_\_\_\_ is required only with the final invoice.

\_\_\_\_\_ is not required.

(f) A Certificate of Performance

\_\_\_\_\_ X shall be provided with each invoice submittal.

\_\_\_\_\_ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

## Section H - Special Contract Requirements

### MANDATORY REQUIREMENTS

#### **1. Facility and Personnel Clearances**

The contractor must possess and maintain facility and personnel clearances at the SECRET level as required by attached DD Form 254.

#### **2. OCI Certification/Mitigation Plan**

The contractor shall identify by Contract Work Statement Tasking any Organizational Conflict of Interest, an appropriate mitigation plan and shall update this plan as necessary throughout the life of the contract. OCI and mitigation plan is subject to Government review and approval. The first submission of this plan shall be submitted with the offeror's response to the solicitation.

#### **3. Management Plan**

The contractor shall submit with their response to the solicitation and renew, as required, a Management Plan which addresses, at a minimum, the following:

- ☐ Staffing Plan to meet the Tasking Requirements
- ☐ Identification of Key Personnel
- ☐ Identification of Organizational Chain of Command at the contract level through Corporate Headquarters level
- ☐ Transition Plan to identify transitioning of this work as required
- ☐ Subcontracting Plan and required reporting
- ☐ Identification of contractor's compensation plan for professional employees and comparison to industry standards
- ☐ Reporting Requirements – Understanding of the requirements and a plan to provide timely, accurate reporting.

#### **4. Performance Based Quality Assurance Plan**

The resulting contract will be awarded as Performance Based. The Government will use the standard PPIRS System to document performance evaluation. This will be accomplished on at least an annual basis. The contractor shall submit with their solicitation response a plan to document their understanding of the contract requirements, a plan of action to meet and to measure the quality of those requirements, and a schedule which will outline appropriate adjustments in cost and or fixed fee for Marginal/Unsatisfactory Performance to be administered at the delivery order level.

CLAUSES INCORPORATED BY FULL TEXT

#### **DdI-H10 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED**

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

#### Ddl-H11 CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute; and
- (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

#### Ddl-H12 KEY PERSONNEL – POST AWARD ADMINISTRATION

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

#### Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist at Raymond.White1@navy.mil. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

#### Ddl-H14 KEY PERSONNEL – DESIRED QUALIFICATIONS

To perform the requirements of the Statement of Work, the Government desires personnel with the following education and experience qualifications:

(a) Education

The desired educational qualifications for each position are detailed below. Although a degree is highly desired for many labor categories, a candidate with lengthy and meritorious experience in the requisite areas in lieu of a degree will be considered.

(b) Experience – The desired experience for each position is listed below; this experience must be directly related to the tasks and programs listed in the statement of work. In addition to the experience listed below, general experience in engineering, computer science, mathematics, physical science, or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives of the statement of work is a plus and will be favorably considered (such experience may not necessarily meet the desired qualifications listed below), as will experience utilizing automated systems, including personal computers/workstations and basic software applications such as word processors, spreadsheets, graphics/presentation packages, databases, and e-mail.

#### PERSONNEL QUALIFICATIONS

a. It is agreed that, in pursuit of the technical objective of the individual task order, it may be necessary to utilize labor classifications included under the contract that are not planned for under the instant task order. Management, to achieve the greatest quality/cost control, may also result in the need to adjust the number of hours expended in other labor classifications. No approvals are required to accomplish these management actions.

b. Personnel assigned or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth herein and shall be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner. If the offeror, in its proposal, does not identify the labor categories listed below by the same specific title, then a cross-reference listing shall be provided in the offeror's proposal identifying the differences.

c. Personnel assigned for performance of services described in task orders issued under this contract shall meet the minimum qualifications prescribed below. The Government will review resumes of Contractor personnel proposed to be assigned and, if the person is not currently in the employ of the Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

d. If the Government questions the qualifications or competence of any person performing under this contract, the burden of proof to sustain that the person is qualified as prescribed herein, shall be on the Contractor.

e. The Contractor shall be responsible for employing trained management, technical, and other personnel to perform work outlined in Sections B and C. The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in the task orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Contracting Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

f. Definitions:

(1) Full-Time Experience is defined as being the primary duty, all day, every work-day for the period specified.

(2) Formal Training means classroom training by qualified instructors as opposed to on-the-job or correspondence course.

(3) Hands-on is physical involvement with the equipment. For example, testing the equipment does not include preparing test procedures or evaluating data but does include performing the test.

(4) Specialized Experience in excess of the minimum required may be applied 1:1 to general experience.

(5) When experience is required on specified or equivalent equipment, this equivalency will be determined on a case basis.

(6) When “one year” of training is specified, it means at least 48 weeks of formal training.

(7) Education, specialized experiences, and general experiences may not be acquired concurrent unless specifically allowed in the individual requirement.

(8) All formal training and education must be acquired at an accredited institution.

#### (1) SENIOR PROGRAM MANAGER

Desired Experience: Fifteen years full-time experience in the management of naval software or large scale integrated electronic systems projects. Experience should be in:

- Managing projects on systems comparable in size and complexity to a surface combat system such as the AEGIS Combat System, Advanced Combat Direction System (ACDS), or other major shipboard electronic system.
- Clearly illustrate ‘hands on’ experience with coordinating tasks, managing costs and production schedules, and making use of project management tools such as GANTT charts, PERT charts, CRLCMPs, or ILSPs.
- Any experience with ANSI/PMI Standard 99-001-2000 or other project management standards should be clearly documented.

#### (2) SENIOR COMPUTER SYSTEMS ENGINEER

Desired Experience: Ten years full-time experience, five years of which must have been in support of a major shipboard system. Experience should be in:

- Systems comparable in size and complexity to a surface combat system such as the AEGIS Combat System, Advanced Combat Direction System (ACDS), or other major shipboard electronic system.
- Development of system requirements and implementation down to the functional level.
- Production of interface requirements and coding requirements for military computers such as UYK-7s or UYK-43s
- Other system engineering tasks involved in major system development and production such as needs analyses, requirements analyses, and artifacts for each segment of the systems engineering life cycle.
- Clearly illustrate ‘hands on’ experience with systems engineering tools such as SEMP, feasibility studies, Type ‘A’ specifications, design documentation, and similar artifacts.

#### (3) INTERMEDIATE COMPUTER SYSTEMS ENGINEER

Desired Experience: Six years full-time experience, one year of which must have been in support of a major shipboard system. Experience should be in:



- Systems comparable in size and complexity to a surface combat system such as the AEGIS Combat System, Advanced Combat Direction System (ACDS), or other major shipboard electronic system.
- Development of system requirements and implementation down to the functional level.
- Production of interface requirements and coding requirements for military computers such as UYK-7s or UYK-43s
- Other system engineering tasks involved in major system development and production such as needs analyses, requirements analyses, and artifacts for each segment of the systems engineering life cycle
- Clearly illustrate 'hands on' experience with systems engineering tools such as SEMP, feasibility studies, Type 'A' specifications, design documentation, and similar artifacts

#### (4) SENIOR COMPUTER SOFTWARE INTEGRATION ANALYST

Desired Experience: Ten years full-time experience, five years of which must have been in support of a major shipboard system. Experience should be in:

- Systems comparable in size and complexity to a surface combat system such as the AEGIS Combat System, Advanced Combat Direction System (ACDS), or other major shipboard electronic system.
- The development of functional analyses and design data that clearly indicates how software and hardware will integrate and function in the performance environment.
- The production of specific design data from requirements documentation.
- 'Hands on' experience in the progression of a system through the various phases of the design, development, and production phases. Emphasis should be placed on the use of analytical tools that use the artifacts from each phase to progress to the next.
- Experience with software development standards such as MIL-STD 2167, 498 and older versions should be documented

#### (5) ASSOCIATE COMPUTER SOFTWARE INTEGRATION ANALYST

Desired Experience: Eight years full-time experience. Experience should be in:

- Systems comparable in size and complexity to a surface combat system such as the AEGIS Combat System, Advanced Combat Direction System (ACDS), or other major shipboard electronic system.
- The production of functional analysis and specific design data from requirements and design documentation.
- The development of software design models that clearly indicate how software will function in the performance environment.
- 'Hands on' experience in the progression of a system through the various phases of the design, development, and production phases. Emphasis should be placed on the use of analytical tools that use the artifacts from each phase to progress to the next.
- Participation in code reviews for design, integration, and performance.
- Experience with software development standards such as MIL-STD 2167, 498 and older versions should be documented

#### (6) LEAD COMPUTER SYSTEMS ANALYST

Desired Experience: Six years full-time experience. Experience should be in:

- Systems comparable in size and complexity to a surface combat system such as the AEGIS Combat System, Advanced Combat Direction System (ACDS), or other major shipboard electronic system.
- The production of functional analysis and specific design data from requirements and design documentation.
- The development of software design models that clearly indicate how software will function in the performance environment.
- 'Hands on' experience in the progression of a system through the various phases of the design, development, and production phases. Emphasis should be placed on the use of analytical tools that use the artifacts from each phase to progress to the next.
- Participation in code reviews for design, integration, and performance.
- Experience with software development standards such as MIL-STD 2167, 498 and older versions should be documented

#### (7) SENIOR PROGRAMMER ANALYST

Desired Experience: Ten years full-time experience. Experience should be in:

- Systems comparable in size and complexity to a surface combat system such as the AEGIS Combat System, Advanced Combat Direction System (ACDS), or other major shipboard electronic system.
- The production of specific code design from requirements and design documentation.
- The implementation of software design models into psuedocode or actual code.
- 'Hands on' experience in the progression of a system's code through the various phases of the design, development, and production phases. Emphasis should be placed on the languages, software design and development tools, and development models used.
- Participation in code reviews for design, integration, and performance.
- Experience with software development standards such as MIL-STD 2167, 498 and older versions should be documented
- Experience with high level languages for military applications should be documented

#### (8) INTERMEDIATE COMPUTER PROGRAMMER

Desired Experience: Seven years full-time professional experience. Experience should be in:

- Systems comparable in size and complexity to a surface combat system such as the AEGIS Combat System, Advanced Combat Direction System (ACDS), or other major shipboard electronic system.
- The production of specific code design from requirements and design documentation.
- The implementation of software design models into psuedocode or actual code.
- 'Hands on' experience in the progression of a system's code through the various phases of the design, development, and production phases. Emphasis should be placed on the languages, software design and development tools, and development models used.
- Participation in code reviews for design, integration, and performance.
- Experience with software development standards such as MIL-STD 2167, 498 and older versions should be documented
- Experience with high level languages for military applications should be documented

#### (9) ASSOCIATE COMPUTER PROGRAMMER

Desired Experience: Five years full-time professional experience. Experience should be in:

- Systems comparable in size and complexity to a surface combat system such as the AEGIS Combat System, Advanced Combat Direction System (ACDS), or other major shipboard electronic system.
- The production of specific code design from requirements and design documentation.
- The implementation of software design models into pseudocode or actual code.
- 'Hands on' experience in the progression of a system's code through the various phases of the design, development, and production phases. Emphasis should be placed on the languages, software design and development tools, and development models used.
- Participation in code reviews for design, integration, and performance.
- Experience with software development standards such as MIL-STD 2167, 498 and older versions should be documented
- Experience with high level languages for military applications should be documented

#### (10) LEAD COMPUTER SYSTEMS ADMINISTRATOR

Desired Experience: Five years full-time experience in support of a networked computer system or LAN.  
Experience should be in:

- Networked computer systems and the tools used to design, develop, and maintain those networks.
- Security administration of networked systems to include information assurance, virus protection, spam protection, and appropriate administration of user accounts and access control.
- Implementing varieties of operating systems and applications across the network and resolving issues arising from the use of different operating systems and versions of application software.

#### (11) LEAD COMPUTER SYSTEMS OPERATOR

Desired Experience: Four years full-time experience. Experience should be in:

- Networked computer systems and the tools used to design, develop, and maintain those networks.
- Security administration of networked systems to include information assurance, virus protection, spam protection, and appropriate administration of user accounts and access control.
- Implementing varieties of operating systems and applications across the network and resolving issues arising from the use of different operating systems and versions of application software.

#### (12) SENIOR TECHNICAL WRITER

Desired Experience: Six years full-time experience. Experience should be in:

- Generation of technical documentation in large scale Government and military projects.
- Development of technical data packages for various phases of the life cycle of large scale Government and military projects.
- Participation in review of technical documentation
- Experience with Government standards for technical documentation should be documented.

#### (13) INTERMEDIATE TECHNICAL TYPIST

Desired Experience: Four years full-time experience in the development, review, and/or production of DoD-related technical documentation. Additional experience should include:

- Generation of technical documentation in large scale Government and military projects.
- Development of technical data packages for various phases of the life cycle of large scale Government and military projects.
- Participation in review of technical documentation
- Experience with Government standards for technical documentation should be documented.

## (14) ASSOCIATE DRAFTER

Desired Experience: Four years full-time experience in the development, review, and/or production of graphics for project, system, or technical documentation. Other related experience should include:

- Use of computer aided drafting (CAD) tools for the design and generation of technical, project, or system graphics.

## (15) ADMINISTRATIVE ASSISTANT

Desired Experience: Five years full-time experience in an office environment. Related experience should include:

- Use of office production applications to generate project, business, and technical documentation.
- Use in applications such as Word, Excel, Power Point should be clearly documented with specific experience in each application illustrated.

## DdI-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY
- (c) CONTRACTOR'S LABOR CATEGORY
- (d) CURRENT EMPLOYER
- (e) AVAILABILITY (state as a percentage of a total manyear. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).
- (f) LEVEL OF SECURITY CLEARANCE
- (g) CURRENT WORK LOCATION
- (h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)
- (i) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) EDUCATION -- Show all post-secondary as follows:

Degree(s); Date(s); Institution; Major/Minor

If non-degreed, if the degree is in an unrelated field, or if formal training falls short of a degree, the Government may evaluate additional specific experience/education substituted in lieu of the degree qualification. Such work experience(s) shall be described at the level of detail discussed above or it may not be evaluated. Experience cited as a substitute for the degree qualification may not also be credited toward fulfillment of labor category experience requirements. Specific classes submitted for consideration shall be identified together with applicable training institution and completion date.

(k) CERTIFICATION -- A certification of correctness of information signed and dated by both the person named and the contractor. The employee certification shall include the following statement: CERTIFICATION: "I certify that the education and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation/Contract N00178- (insert appropriate solicitation or contract number) by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date

Contractor Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation or effective date of contract, as appropriate.

If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

#### Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide for [ \* ] The following details funding to date:

Total				
Contract	Funds This	Previous	Funds	Balance
CPFF	Action	Funding	Available	Unfunded

[ \*]

\* To be determined at the time of award.

#### Ddl-H43 REQUIRED INSURANCE

(a) The following types of insurance are required in accordance with the clause entitled "INSURANCE - LIABILITY TO THIRD PERSONS" and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(b) The policies for such insurance shall contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the Contracting Officer approves such cancellation or change. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage.

#### Ddl-H50 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

#### SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **\*\*\*\* to be identified for each task order** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that **\*\*\*\* to be identified for each task order** man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately \_ hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and,



in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

#### SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
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\*\*\*To be determined at the time of award.

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs \_ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

#### HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

#### DATA RIGHTS

During the period of performance, the contracting officer and the contractor shall meet whenever there is a question of ownership of intellectual property or data rights. In those situations where data is to be shared or generated, the contracting officer and the contractor shall document the rights and responsibilities of both parties, and that documented agreement shall become part of this contract.

Additionally, a non-disclosure agreement shall be completed at the Delivery Order Level of the contract specifying the only purpose(s) for which Government Furnished Information may be used by the contractor.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003

52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
52.253-1	Computer Generated Forms	JAN 1991
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004

252.225-7027	Restrictions on Contingent Fees for Foreign Military Sales	APR 2003
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the contract date of award through the last day of the contract period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

##### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

#### 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Taiwan, or from which the Contractor or any subcontractor under this contract is exempt under the laws of \_\_\_\_\_, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

#### 52.227-11 PATENT RIGHTS --RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)

(a) Definitions.

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

(2) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(3) "Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(4) "Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to

establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(5) "Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) "Subject invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent application by Contractor.

(1) The Contractor will disclose each subject invention to the Federal agency within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within 2 years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure election, and filing under subparagraphs (c)(1), (2), and (3) of this clause may, at the discretion of the agency, be granted.

(d) Conditions when the Government may obtain title. The Contractor will convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that the agency may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.

(2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor and protection of the Contractor right to file.

(1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor action to protect the Government's interest.

(1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.



(3) The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in the invention."

(g) Subcontracts.

(1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor will include in all other subcontracts, regardless of tier, for experimental, developmental, or research work the patent rights clause required by Subpart 27.3.

(3) In the case of subcontracts, at any tier, the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on utilization of subject inventions. The Contractor agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it agrees that--

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions as the Contractor;

(2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).

(l) Communications.

The contractor shall report inventions in accordance with DFARS 252.227-7039 incorporated by reference in this contract.

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

<http://farsite.hill.af.mil/VDFARa.htm>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
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CLAUSES INCORPORATED BY FULL TEXT

## Ddl-J10 LIST OF ATTACHMENTS

Attachment J.1 – Contract Data Requirements List, DD1423

Attachment J.2 – Contract Security Classification Specification, DD254

Attachment J.3 – Contracting Officer’s Representative (COR) Appointment Letter

Attachment J.4 – Alternate COR Appointment Letter

Attachment J.5 -- Value Engineering Clause

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.204-3	Taxpayer Identification	OCT 1998
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.215-6	Place of Performance	OCT 1997
52.219-1	Small Business Program Representations	MAY 2004
52.219-22	Small Disadvantaged Business Status	OCT 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.226-2	Historically Black College or University and Minority Institution Representation	MAY 2001
52.230-2	Cost Accounting Standards	APR 1998
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

## CLAUSES INCORPORATED BY FULL TEXT

## Ddl-K20 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

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In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.252-5	Authorized Deviations In Provisions	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## HQ L-2-0005 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to any potential organization that would present a conflict of interest, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee Indefinite Delivery/Indefinite Quantity (CPFF ID/IQ) contract resulting from this solicitation.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after June 31, 2010.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \*\*\*TBD at time of award.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## Ddl-L10 PROPOSAL PREPARATION REQUIREMENTS

Offerors are required to prepare their proposals in accordance with the following organization, content and format:

### (a) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF 33- RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical/management and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete the fill-ins in Section(s) B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding.

Offerors are encouraged not to take exceptions to this solicitation, however, any exceptions taken to the specifications, or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical proposal.

### (b) TECHNICAL PROPOSAL

The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.

The technical proposal shall be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation. The technical proposal shall not exceed 100 pages in its discussion of management, technical, corporate experience, personnel and facilities, except that additional pages will be allowed for resumes and matrices.

Statements such as “the offeror understands”, “will comply with the statement of work”, “standard procedures will be employed”, “well known techniques will be used” and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror’s lack of cost consciousness. Elaborate art work, expensive paper and bindings, or expensive visual and other presentation aids are neither necessary nor desired.

In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the offeror and shall show the author’s name, employment capacity, the name of the person’s firm, the relationship of that firm to the offeror’s, and the portion of the technical proposal he/she wrote.

Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

## **MARKING OF PROPOSALS**

Proposals shall be submitted as separate volumes as follows:



- **Volume I, Solicitation Offer and Award (SF 33)**    **1 Original and 3 Copies**
- **Volume II, Technical/Management Proposal**    **1 Original and 3 Copies**
- **Volume III, Cost or Price Proposal**    **1 Original and 4 Copies**

The original of each volume shall be clearly identified as “Original” and bear original signatures. The copies shall be complete and clearly identified as “Copy”.

## **TECHNICAL PROPOSAL SPECIFIC REQUIREMENTS**

The written Technical Proposal consists of the following items:

- **Description of Technical Understanding and Commitment to providing quality services in response to Statement of Work Requirements and Key Personnel Staffing Matrix**
- **Key Personnel Resumes**
- **Proposed Progress Reporting Design**
- **Subcontracting/Team/Consulting Agreements**
- **Past Performance**
- **Contract Mandatory Requirements**
- **Management Plan**

### **Technical Understanding**

The offeror shall demonstrate his understanding of the requirements for and technical capability to accomplish tasking under this contract by addressing each of the Functional Areas of the Statement of Work. The offeror shall define their understanding of the critical tasking that should be accomplished within each functional area, associated deliverables, and program risks if the functional area is not adequately implemented

The offeror shall provide a plan which outlines commitment to provide all the key and non-key personnel (including administrative support). The offeror shall present its manpower loading proposal which will align its workforce (all personnel) with the specific contract requirements as expressed in the Statement of Work. Offerors shall describe their overall personnel management program to include personnel recruitment, retention and training. Of particular interest is the offeror’s ability to identify and hire individuals with hard-to-find skills in a timely manner. Also of specific interest are the offeror’s policies and practices to encourage longevity with the firm and the offeror’s approach toward staff development in areas which would be of direct technical benefit to this contract. Also, the extent of corporate investment in staff development shall be addressed. In addition, this proposal shall, at a minimum address the following elements:

- A realistic approach to staffing to full capacity for each year of the proposed contract. This includes presenting a staffing and retention plan for total staffing, explaining how the proposed personnel are applied to the contract task areas and why the qualifications of these particular personnel are a good fit with contract requirements, discussing how personnel will be prepared and made ready to perform, explaining the steps and practices the offeror uses to recruit and retain highly qualified personnel, and identifying the time it takes to staff to full capacity given a short lead time to do so.
- The offeror shall discuss how its proposed personnel management practices have been successful in the past and how they are relevant to this requirement.
- The offeror shall develop a Matrix which identifies the distribution of Key Staff across the functional areas of the Statement of Work. To facilitate evaluation, resumes shall be grouped by functional area and then by contract labor category. All resume pages shall be numbered and the proposal shall contain an index for the resumes. Resumes submitted for specific programs/applications shall be clearly identified both in the resume index and on the resume.

### **Key Personnel Resumes**

The minimum number of resumes to be submitted for each Key Person contract labor category is shown in the following table. The number of resumes specified is based on the assumption that each individual will be available on a full-time basis. If this is not the case, a proposed Key Person will be available only on a part-time basis, additional resume(s) are required to equal the equivalent of a full-time person. To facilitate evaluation, the volume containing resumes shall be page numbered and there shall be a Table of Contents showing the page location of each resume. Resumes shall be alphabetical by contract labor category and by functional area.

<b>Key Labor Category</b>	<b>Resumes</b>
Senior Program Manager	1
Senior Computer Systems Engineer	1
Intermediate Computer Systems Engineer	1
Senior Computer Software Integration Analyst	1
Associate Computer Software Integration Analyst	1
Lead Computer Systems Analyst	1
Senior Programmer Analyst	1
Computer Systems Administrator	1
Intermediate Computer Programmer	1
Associate Computer Programmer	1
Lead Computer Systems Operator	1
Senior Technical Writer	1
Intermediate Technical Typist	1
Associate Drafter	1
Administrative Assistant	1
<b>Total</b>	<b>15</b>

In order to facilitate proposal evaluation, all resumes shall be provided in the format described in Ddl-H16 Resume Format and Content Requirements in Section H of this Solicitation. If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. An additional copy of this letter shall be provided in the Cost Proposal which identifies a projected start date and agreed to annual salary.

### **Progress Report Design**

The following information is considered necessary to adequately monitor contractor technical and cost performance. Offerors shall propose their design for the report(s) that will be provided on a monthly basis to provide all necessary information. Sample(s) shall be provided.

- Cut-off dates for invoices and the monthly reports need to be consistent.
- The same level of detail is needed for subcontractors and consultants as is provided for the prime contractor
- Subcontractor and consultant expenditures must be current as of the reporting date.
- We need to be able to easily understand the differences between invoiced costs and expenditures reported on the monthly report(s).

### **Contract Level Information**

Data that show total contract value, negotiated value (dollars) for each order that has been issued, funded amounts for each order, cumulative expenditures for each order, funding balance for each order, total and key category negotiated level of effort for each order, cumulative key and technical level of effort delivered for each order, and contract ceiling balance.

As indirect rates are updated or finalized and retroactive adjustments are made in expenditure information for completed orders to the extent possible within existing funding it is important that the adjusted expenditure information be reflected in the data provided in a timely manner.

Identification of each specific indirect rate being used for invoicing purposes.

### **Task/Delivery Order Information**

Basic identifying information to include: order number, order title, order modifications (including effective date and purpose), contractor and government points of contact, and period of performance.

Narrative discussion of the work performed, progress made, problems encountered and resolutions. Brief summary of plans for the next reporting period.

Identification of all deliverables submitted during the reporting period. Provide the title, CDRL reference, date due, and date provided. The last report submitted for the order shall include these data in a cumulative format.

For each person charging to the order: name, labor category (contract and contractor), hours charged (current and cumulative as well as regular and UT, if applicable). For subcontractors and consultants, also indicate each person's corporate affiliation. These data should be ordered by contract labor category with subtotals for each category.

For each trip taken during the reporting period, provide applicable dates, name of traveler(s), points of origin and destination, mode of transportation, and trip total cost.

Identify each item (reproduction, etc.) and show planned, current and cumulative expenditures.

For each subcontractor and consultant, provide negotiated cost/price and current and cumulative expenditures.

### **Subcontractor/Teaming/Consulting Agreements**

If subcontracting/teaming/consulting agreements are proposed to fulfill any direct charged part of the contract (for labor), a copy of the agreement shall be provided. It shall be signed by both the offeror and the proposed subcontractor/team member/consultant and shall identify and show agreement as to the specific technical work areas to be subcontracted, the projected labor categories (Key and Non-Key) to be provided, and the level of effort to be provided. It shall be fully consistent with other portions of the proposal to include resumes submitted, the staffing matrix and the cost proposal.

### **Past Performance**

(1) The proposal shall contain information concerning the offeror's experience in performance of contracts for similar services of the variety and magnitude set forth in the RFP. This information should include data as to the scope of work required under such contracts, the term of those contracts, number and types of personnel furnished, the contracting agencies/offices that awarded the contracts, applicable contract numbers, and any other applicable information. Information regarding past performance may be obtained from several sources, as indicated below.

## (2) Past Performance Reference List

(i) All offerors shall prepare and submit a Past Performance Reference List as part of the written Technical Proposal. The Past Performance Reference List shall contain the following information for each relevant contract completed within the last three years and those currently in progress:

- (A) Contract Number
- (B) Contract Amount/Value
- (C) Description of Work Performed to include approximate number of direct man-years per year provided.
- (D) Identification of the Statement of Work functional area(s) (e.g, C.xx -- XXXXX) for which the referenced contract demonstrates past performance.
- (E) Note if performed as a prime or subcontractor
- (F) Name, title, address, and phone number of person to whom the questionnaire was mailed.
- (G) Name, address and phone number of the Contracting Officer and of the COR
- (H) Date the questionnaire was mailed and a list of all recipients of the questionnaire..

(ii) If submitting a proposal for subject acquisition as a prime contractor, the offeror is encouraged to include Past Performance reference(s) where they performed as a prime contractor. If subcontractors are proposed for subject acquisition, the offeror is encouraged to include Past Performance reference(s) where they, as the prime contractor, subcontracted a portion of the effort. Further, if subcontractors are proposed for this requirement, past performance references may be cited for current and previous customers of the proposed subcontractors.

(3) Contract Listed in CPARS. The Government intends to review Contractor Performance Assessment Reporting System (CPARS) data and other existing past performance rating on relevant contracts.

## (4) Contracts Not Listed in CPARS – Past Performance Questionnaire

(i) The offeror is responsible for the distribution of all Past Performance Questionnaires (Attachment J.xx). Questionnaires should be distributed not later than 7 days after receipt of the solicitation. It is in the offeror's best interest to do a thorough and prompt job of distributing the Past Performance Questionnaires.

(ii) The offeror shall send a copy of the questionnaire directly to the COR for all relevant contracts completed in the last three years and contracts currently in progress. The offeror shall request the recipients of the questionnaire to complete the document and forward it to the Government Contracting Officer at the following address:

Contracting Officer  
 Naval Surface Warfare Center, Dahlgren Division  
 Attn: Code XDS11H  
 17320 Dahlgren Road  
 Dahlgren, VA 22448 -5100

(iii) The Navy will attempt to contact those offices which do not respond to the questionnaire based upon the information in the Past Performance Reference List.

(5) All offerors may provide any other information regarding their past performance of contracts similar to the Government's requirement that they would like the Government to consider. Such information may be in the nature of :

- (i) Additional information which the Government has readily available, for example, a synopsis of data in the CPARS system;
- (ii) Information which the offeror considers essential to the Government's evaluation of Section M factors and/or subfactors; or
- (iii) Explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence.

(6) For offerors that are large businesses, the offeror shall provide a chart with narrative that provides the extent of prior use of small, small disadvantaged, and women-owned businesses as subcontractors. In addition, provide a copy of the SF294 for each contract listed in the Past Performance Reference List with a value in excess of \$500K. For completed contracts, provide the final SF294; for contracts in process, provide the SF294 for the latest reporting period.

(7) Past performance will be used as both an evaluation factor and as a source of information for a responsibility determination. Offerors that do not have relevant past performance may base the questionnaires on work performed by the proposed Key Personnel. The cutoff date for receipt by the Government of responses to the questionnaire is two weeks after the closing date of the solicitation. Offerors are encouraged to provide information on problems encountered on the identified contracts and the offeror's corrective actions taken.

### **Contract Mandatory Requirements**

The contractor shall address all contract mandatory requirements as outlined in Section H, Mandatory Contract Requirements, including the submission of documents required for Government review and approval.

### **Management Plan**

The offeror shall demonstrate their approach and ability to effectively manage efforts under this contract. Following is a listing of areas that are desired to be addressed. Offerors may address other aspects which they feel will convey their management capabilities.

- Proposed organization structure and responsibilities
- Identification of core technical leadership team and corporate commitment to dedicate those individuals to this effort
- Corporate resources (facilities, etc.) to be dedicated or made available for this requirement
- Quality control processes regarding services performed and deliverables, including those of subcontractors and consultants
- Transition plan that addresses the offeror's approach to assuming contract responsibilities
- Technical staff recruitment and development policies
- Subcontractor control policies and procedures
- Capability to meet contract progress reporting and invoicing requirements
- Organizational Conflict of Interest Assessment and Mitigation Plan
- Compensation Plan for Professional Employees and Assessment against Industry Standards
- Identification of any Patent/Copyright Issues
- Facility and Personnel Security Levels measured against requirements of this contract
- Quality Assurance Plan which identifies cost/fee adjustments proportionate to PPIRS ratings at or below Average. This Plan shall also address administrative issues such as how this will be addressed at the individual delivery order level.

## DdI-L27 ESTIMATED LEVEL OF EFFORT

(a) It is estimated that the following effort will be required by the contractor for performance of the work specified herein:

<b>Labor Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
Senior Program Manager	1	1	1	1	1	5
Senior Computer Systems Engineer	3	3	3	2	1	12
Intermediate Computer Systems Engineer	3	3	3	2	1	12
Senior Computer Software Integration Analyst	3	3	3	2	1	12
Associate Computer Software Integration Analyst	3	3	3	2	1	12
Lead Computer Systems Analyst	4	4	4	2	1	15
Senior Programmer Analyst	5	5	5	2	1	18
Computer Systems Administrator	3	3	3	1	1	11
Intermediate Computer Programmer	4	4	4	2	1	15
Associate Computer Programmer	3	3	3	1	1	11
Lead Computer Systems Operator	2	2	2	1	1	8
Senior Technical Writer	2	2	2	1	1	8
Intermediate Technical Typist	2	2	2	1	1	8
Associate Drafter	2	2	2	1	1	8
Administrative Assistant	3	3	3	2	1	12
<b>Total</b>	<b>43</b>	<b>43</b>	<b>43</b>	<b>23</b>	<b>15</b>	<b>167</b>

## LABOR CATEGORY WORKYEARS

(b) This estimate is furnished for the purpose of providing additional information to the statement of work to permit optimum response by offerors and to allow a more timely and comparable evaluation of proposals by the Government. The agreed to level of effort will be specified in the award document, in accordance with the Section H, "Level of Effort" clause.

(c) The Government's estimate of effort is based on workyears rather than labor hours. Offerors shall propose on the basis of their average workyear; for example, one offeror's workyear of effort may equate to 1800 hours and another offeror's workyear may be 1900. Proposed hours shall be identified as either compensated or uncompensated, if applicable. A minimum of 1775 compensated hours per workyear is required. The basis for the number of hours used as well as the mix (i.e., compensated/uncompensated) must be provided in the cost proposal. This data must be verifiable either with DCAA or through the analysis of supplemental statistical data which shall be included in the cost proposal.

## DdI-L33 COST PROPOSALS – SPECIFIC INSTRUCTIONS – COST REIMBURSEMENT CONTRACTS

The following instructions apply to the preparation of your Cost Proposal. The instructions herein apply equally to the prime contractor and to any consultants and/or subcontractors.

(a) Overall Project

(1) Resumes are required for all proposed professional staff, including consultants and subcontractors. Note that these individuals will be identified as Key Personnel in the contract and must be the individuals who perform the work.

(2) Identify your cognizant DCAA and ACO (DCMC) offices. Provide the name of a point of contact for each and provide current phone numbers.

(3) Your accounting system must be approved by DCAA for cost type contracts. Please indicate whether or not your accounting system has been approved. If it has not, contact your cognizant DCAA as soon as possible to arrange for this review; this can add as much as 8-12 weeks to the contract award process.

(4) Identify your fiscal year if other than the calendar year.

(5) Where copies of documents/data are requested in the following instructions, they should be submitted with the hard (paper) copies of the proposal submission.

(b) Direct Labor

(1) Provide a table which identifies all proposed hours by proposed task/subtask and contract period (base period and option periods, if applicable). These hours should be identified by labor category and individual (provide names). Separately identify hours to be provided by consultants or subcontractors. This information will facilitate our evaluation of the proposed hours and labor mix for the proposed effort.

(2) Provide copies of current payroll records to support proposed base hourly rates. In the case of a contingent hire, provide a copy of an accepted offer letter that identifies the agreed-to salary amount. Identify the labor escalation rate, if applicable, used for pricing purposes and rationale supporting the use of that rate.

(3) If you are proposing "TBD" or vacant positions, please provide written rationale for proposed hourly rates.

(c) Other Direct Costs

(1) Consultants - If you propose to use consultants, provide written communication from each proposed consultant which clearly shows the proposed hourly rate.

(2) Subcontractors – If your proposal includes subcontractors, information regarding proposed subcontract costs is required at the same level of detail as that provided for the prime contractor. Frequently, subcontractors are not willing to provide such detail to a prime contractor. Accordingly, this detail may be submitted directly to the Government or may be submitted to you in a sealed envelope that you forward with your proposal. You should encourage your subcontractors to comply. Their failure to submit all necessary information will delay contract award.

(3) Special Tooling And Test Equipment – If applicable, identify each item proposed and provide rationale for proposed amounts. Provide copies of vendor quotes where applicable. Also include a narrative justification for the item(s). Note that the Government will take title and possession of any item of special tooling or test equipment the cost of which is charged in full (direct charged) to the Government.

(4) Materials/Other Direct Costs – This category covers a variety of items, from reproduction costs to computer time to raw materials needed for the project. If materials/other direct costs are included in your proposal, please identify each type of cost proposed. Provide a narrative justification for the item(s) and the basis for the proposed price. Where applicable, provide copies of vendor quotes.

(5) Other Equipment – Non-consumable assets that do not fall under the definition of special tooling and test equipment that are proposed to be fully charged to the Government are considered to be “facilities”. It is preferred that contractors provide all facilities required for contract performance. If you are unable to provide all facilities and include such in your proposal, please provide a justification for each item proposed including its necessity to the proposed research. As with special tooling and test equipment, note that the Government will take title and possession of any items direct charged to the Government. Note also that fee is not allowed on the cost of facilities.

(6) Travel – If travel is proposed, separately identify each proposed trip in terms of destination, number of travelers, trip duration, and cost (separately show costs for airfare, rental car, per diem, personal mileage, etc).

(d) Indirect Costs

(1) For each separate indirect cost pool reflected in your proposal (e.g., fringe benefits, overhead, G&A, material handling, etc.) clearly identify the rates used for proposal calculation.

(2) If DCAA has approved your indirect rates for bidding purposes (Forward Pricing Rate Agreement), please provide copies of the applicable DCAA correspondence or a copy of the Agreement.

(3) Please provide a complete description of each indirect cost pool and a listing of the types of costs that are charged to each pool. Identify the base to which the indirect cost rate is applied (for example, if the indirect pool is “Labor Overhead” and the indirect rate is applied to total direct labor cost, identify the base for the “Labor Overhead” pool as “Total Direct Labor Cost”). If DCAA has not approved your indirect rates, provide a complete explanation of how the proposed indirect rate was calculated. Indirect rates (and the methodology for computing those rates) that have not been approved by DCAA may require review by DCAA or by the NSWCDD Cost/Price Analyst prior to contract award.

Dd1-L36 COST PROPOSAL – SPECIFIC REQUIREMENTS – START DATE FOR USE IN COST PROPOSAL

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract performance start date of 01 July 2005. This date is only an estimate of the anticipated contract performance start date and will be used for the purpose of proposal evaluation only. A definitive contract performance start date will be incorporated into the contract award document.

Dd1-L40 SUBMISSION OF QUESTIONS BY POTENTIAL OFFERORS

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto



or incorporated by reference. All questions are requested in writing by 04 April 2005.

#### Ddl-L42 PRE-AWARD FACILITY SECURITY CLEARANCE

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the required security level. The Naval Surface Warfare Center, Dahlgren Division will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

( 1 Data Item )

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.

Page 1 of 12 Pages

( 1 Data Item )

Form Approved  
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A. Contract Line Item No.		B. Exhibit A	C. Category TDP X TM OTHER							
D. System / Item Taiwan Navy PFG-2 Data Link Capability		E. Contract / PR No. N00178-05--		F. Contractor Lockheed Martin Company						
1. Data Item No. <b>A002</b>	2. Title of Data Item INTERFACE REQUIREMENTS SPECIFICATION		3. Subtitle							
4. Authority (Data Acquisition Document No.) DI-IPSC-81434		5. Contract Reference SOW		6. Requiring Office CDSA DAM NECK CODE F33						
7. DD 250 Req. LT	9. Dist Statement Required F	10. Frequency ONE/R	12. Date of First Submission SEE BLOCK 16	14. Distribution a. Addressee b. Copies Draft Final Reg Repro						
8. App Code A		11. As Of Date 0	13. Date of Subsequent Submission							
16. Remarks  BLOCK 4: Data Item Descriptions may be found on the World Wide Web at: <a href="http://assist.daps.dla.mil/quicksearch/">http://assist.daps.dla.mil/quicksearch/</a>  BLOCK 8: Draft copies of the specification shall be delivered sufficiently in advance of the scheduled delivery to allow for adequate Government review and contractor incorporation of comments.  BLOCK 9: DISTRIBUTION STATEMENT F: Further dissemination only as directed by CDSA DAM NECK CODE F00 on or after date of order award or higher DoD authority.  EXPORT CONTROL WARNING: WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.  BLOCK 12: Specifications shall be delivered as described in the order.  BLOCK 14: Specifications shall be delivered in an electronic format. Unclassified specifications may be delivered in either format; classified specifications must be delivered only in the second (portable media) format. First choice of format shall be by electronic mail with the specification as an attachment in an appropriate Microsoft application and the message serving as the transmittal letter. The "From" line serves as the "letterhead" and the signature. Second choice of format shall be by 3-1/2" diskette or compact disc in an appropriate Microsoft application containing a letter of transmittal and the specification as an attached document. When using the second method, each recipient of the distribution shall receive his/her own separate diskette or CD.				CODE F33 (TA)	1	0	1			
				CODE F33 (PL)	1	0	1			
				CODE F33 (COR)	0	0	1			
				15. TOTAL →				2	0	3
				G. Prepared by Bill L. Campbell		H. Date 20040921	I. Approved by		J. Date	



CONTRACT DATA REQUIREMENTS LIST						Form Approved OMB No. 0704-0188				
( 1 Data Item )										
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.										
A. Contract Line Item No.		B. Exhibit A		C. Category TDP <u>X</u> TM <u>      </u> OTHER <u>      </u>						
D. System / Item Taiwan Navy PFG-2 Data Link Capability			E. Contract / PR No. N00178-05-_-_-		F. Contractor Lockheed Martin Company					
1. Data Item No. A004		2. Title of Data Item INTERFACE DESIGN DESCRIPTION			3. Subtitle					
4. Authority (Data Acquisition Document No.) DI-IPSC-81436			5. Contract Reference SOW		6. Requiring Office CDSA DAM NECK CODE F33					
7. DD 250 Req. LT		9. Dist Statement Required F		10. Frequency ONE/R		12. Date of First Submission SEE BLOCK 16				
8. App Code A		11. As Of Date 0		13. Date of Subsequent Submission		14. Distribution				
						a. Addressee				
						b. Copies				
						Draft				
						Reg				
						Final				
						Repro				
16. Remarks  BLOCK 4: Data Item Descriptions may be found on the World Wide Web at: <a href="http://assist.daps.dla.mil/quicksearch/">http://assist.daps.dla.mil/quicksearch/</a>  BLOCK 8: Draft copies of the design description shall be delivered sufficiently in advance of the scheduled delivery to allow for adequate Government review and contractor incorporation of comments.  BLOCK 9: <u>DISTRIBUTION STATEMENT F</u> : Further dissemination only as directed by CDSA DAM NECK CODE F00 on or after date of order award or higher DoD authority.  <u>EXPORT CONTROL WARNING</u> : WARNING – This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.  BLOCK 12: Design descriptions shall be delivered as described in the order.  BLOCK 14: Descriptions shall be delivered in an electronic format. Unclassified descriptions may be delivered in either format; classified descriptions must be delivered only in the second (portable media) format. First choice of format shall be by electronic mail with the description as an attachment in an appropriate Microsoft application and the message serving as the transmittal letter. The "From" line serves as the "letterhead" and the signature. Second choice of format shall be by 3-1/2" diskette or compact disc in an appropriate Microsoft application containing a letter of transmittal and the description as an attached document. When using the second method, each recipient of the distribution shall receive his/her own separate diskette or CD.						CODE F33 (TA)		1	0	1
						CODE F33 (PL)		1	0	1
						CODE F33 (COR)		0	0	1
15. TOTAL						2	0	3		
G. Prepared by Bill L. Campbell			H. Date 20040921		I. Approved by		J. Date			



<b>CONTRACT DATA REQUIREMENTS LIST</b> ( 1 Data Item )						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.							
A. Contract Line Item No.		B. Exhibit <div style="text-align: center;">A</div>		C. Category TDP <u>  X  </u> TM <u>      </u> OTHER <u>      </u>			
D. System / Item Taiwan Navy PFG-2 Data Link Capability		E. Contract / PR No. N00178-05--		F. Contractor Lockheed Martin Company			
1. Data Item No. <b>A006</b>		2. Title of Data Item DATABASE DESIGN DOCUMENT			3. Subtitle PFG-2 Data Link Capability DBDD		
4. Authority (Data Acquisition Document No.) DI-IPSC-81437		5. Contract Reference SOW			6. Requiring Office CDSA DAM NECK CODE F33		
7. DD 250 Req. LT		9. Dist Statement Required F		10. Frequency ONE/R		12. Date of First Submission SEE BLOCK 16	
8. App Code A		11. As Of Date 0		13. Date of Subsequent Submission		14. Distribution	
						a. Addressee	
						b. Copies	
						<div style="display: flex; justify-content: space-between;"> <div>Draft</div> <div>Final</div> </div>	
						<div style="display: flex; justify-content: space-between;"> <div>Reg</div> <div>Repro</div> </div>	
16. Remarks  <b>BLOCK 4:</b> Data Item Descriptions may be found on the World Wide Web at: <a href="http://assist.daps.dla.mil/quicksearch/">http://assist.daps.dla.mil/quicksearch/</a>						CODE F33 (TA)      1      0      1 CODE F33 (PL)      1      0      1 CODE F33 (COR)      0      0      1	
<b>BLOCK 8:</b> Draft copies of the design description shall be delivered sufficiently in advance of the scheduled delivery to allow for adequate Government review and contractor incorporation of comments.							
<b>BLOCK 9:</b> <b>DISTRIBUTION STATEMENT F:</b> Further dissemination only as directed by CDSA DAM NECK CODE F00 on or after date of order award or higher DoD authority.  <b>EXPORT CONTROL WARNING:</b> WARNING – This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.							
<b>BLOCK 12:</b> Design descriptions shall be delivered as described in the order.							
<b>BLOCK 14:</b> Descriptions shall be delivered in an electronic format. Unclassified descriptions may be delivered in either format; classified descriptions must be delivered only in the second (portable media) format. First choice of format shall be by electronic mail with the description as an attachment in an appropriate Microsoft application and the message serving as the transmittal letter. The "From" line serves as the "letterhead" and the signature. Second choice of format shall be by 3-1/2" diskette or compact disc in an appropriate Microsoft application containing a letter of transmittal and the description as an attached document. When using the second method, each recipient of the distribution shall receive his/her own separate diskette or CD.							
						15. TOTAL →	
						<div style="display: flex; justify-content: space-between;"> <div>2</div> <div>0</div> <div>3</div> </div>	
G. Prepared by Bill L. Campbell		H. Date 20040921		I. Approved by		J. Date	

CONTRACT DATA REQUIREMENTS LIST ( 1 Data Item )									
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.									
A. Contract Line Item No.	B. Exhibit A	C. Category TDP X TM OTHER	D. System / Item Taiwan Navy PFG-2 Data Link Capability	E. Contract / PR No. N00178-05--	F. Contractor Lockheed Martin Company				
1. Data Item No. <b>A007</b>	2. Title of Data Item SYSTEM/SEGMENT SPECIFICATION		3. Subtitle PFG-2 Data Link Capability SSS						
4. Authority (Data Acquisition Document No.) DI-IPSC-B1431		5. Contract Reference SOW		6. Requiring Office CDSA DAM NECK CODE F33					
7. DD 250 Req. LT	9. Dist Statement Required F	10. Frequency ONE/R	12. Date of First Submission SEE BLOCK 16	14. Distribution					
8. App Code A		11. As Of Date 0	13. Date of Subsequent Submission	a. Addressee	b. Copies				
					Draft Final Reg Repro				
15. Remarks  BLOCK 4:    Data Item Descriptions may be found on the World Wide Web at: <a href="http://assist.daps.dla.mil/quicksearch/">http://assist.daps.dla.mil/quicksearch/</a>  BLOCK 8:    Draft copies of the design description shall be delivered sufficiently in advance of the scheduled delivery to allow for adequate Government review and contractor incorporation of comments.  BLOCK 9:    DISTRIBUTION STATEMENT F: Further dissemination only as directed by CDSA DAM NECK CODE F00 on or after date of order award or higher DoD authority.  EXPORT CONTROL WARNING: WARNING – This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.  BLOCK 12:   Design descriptions shall be delivered as described in the order.  BLOCK 14:   Descriptions shall be delivered in an electronic format. Unclassified descriptions may be delivered in either format; classified descriptions must be delivered only in the second (portable media) format. First choice of format shall be by electronic mail with the description as an attachment in an appropriate Microsoft application and the message serving as the transmittal letter. The "From" line serves as the "letterhead" and the signature. Second choice of format shall be by 3-1/2" diskette or compact disc in an appropriate Microsoft application containing a letter of transmittal and the description as an attached document. When using the second method, each recipient of the distribution shall receive his/her own separate diskette or CD.				CODE F33 (TA)	1 0 1				
				CODE F33 (PL)	1 0 1				
				CODE F33 (COR)	0 0 1				
				15. TOTAL →				2	0 3
				G. Prepared by Bill L. Campbell	H. Date 20040921	J. Approved by	J. Date		



<b>CONTRACT DATA REQUIREMENTS LIST</b> ( 1 Data Item )						Form Approved OMB No. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.											
A. Contract Line Item No.		B. Exhibit <div style="text-align: center;">A</div>		C. Category TDP <u>  X  </u> TM <u>      </u> OTHER <u>      </u>							
D. System / Item Taiwan Navy PFG-2 Data Link Capability			E. Contract / PR No. N00178-05-_-_-		F. Contractor Lockheed Martin Company						
1. Data Item No. <div style="text-align: center;">A008</div>		2. Title of Data Item SYSTEM/SEGMENT DESIGN DOCUMENT			3. Subtitle PFG-2 Data Link Capability SSDD						
4. Authority (Data Acquisition Document No.) DI-IPSC-81432			5. Contract Reference SOW		6. Requiring Office CDSA DAM NECK CODE F33						
7. DD 250 Req. LT		9. Dist Statement Required F		10. Frequency ONE/R		12. Date of First Submission SEE BLOCK 16					
8. App Code A		11. As Of Date 0		13. Date of Subsequent Submission		14. Distribution					
16. Remarks  <b>BLOCK 4:</b> Data Item Descriptions may be found on the World Wide Web at: <a href="http://assist.daps.dla.mil/quicksearch/">http://assist.daps.dla.mil/quicksearch/</a>  <b>BLOCK 8:</b> Draft copies of the design description shall be delivered sufficiently in advance of the scheduled delivery to allow for adequate Government review and contractor incorporation of comments.  <b>BLOCK 9:</b> <b>DISTRIBUTION STATEMENT F:</b> Further dissemination only as directed by CDSA DAM NECK CODE F00 on or after date of order award or higher DoD authority.  <b>EXPORT CONTROL WARNING:</b> WARNING – This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.  <b>BLOCK 12:</b> Design descriptions shall be delivered as described in the order.  <b>BLOCK 14:</b> Descriptions shall be delivered in an electronic format. Unclassified descriptions may be delivered in either format; classified descriptions must be delivered only in the second (portable media) format. First choice of format shall be by electronic mail with the description as an attachment in an appropriate Microsoft application and the message serving as the transmittal letter. The "From" line serves as the "letterhead" and the signature. Second choice of format shall be by 3-1/2" diskette or compact disc in an appropriate Microsoft application containing a letter of transmittal and the description as an attached document. When using the second method, each recipient of the distribution shall receive his/her own separate diskette or CD.						a. Addressee		b. Copies			
						Draft		Final			
						Reg		Repro			
						CODE F33 (TA)		1	0	1	
						CODE F33 (PL)		1	0	1	
						CODE F33 (COR)		0	0	1	
										</	









<b>CONTRACT DATA REQUIREMENTS LIST</b> ( 1 Data Item )						Form Approved OMB No. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.											
A. Contract Line Item No.		B. Exhibit <div style="text-align: center;">A</div>		C. Category TDP _____ TM _____ OTHER <u>  X  </u>							
D. System / Item Taiwan Navy PFG-2 Data Link Capability			E. Contract / PR No. N63273-05-D-_____		F. Contractor Lockheed Martin Company						
1. Data Item No. <b>B001</b>		2. Title of Data Item CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT			3. Subtitle INTERIM TECHNICAL PROGRESS REPORT						
4. Authority (Data Acquisition Document No.) DI-MGMT-80227			5. Contract Reference SOW PARA. C.6.2.1		6. Requiring Office CDSA DAM NECK CODE F33						
7. DD 250 Req. LT		9. Dist Statement Required <div style="text-align: center;">D</div>		10. Frequency SEE BLOCK 16		12. Date of First Submission 10DATO					
8. App Code N/A		11. As Of Date 0		13. Date of Subsequent Submission EOM		14. Distribution					
16. Remarks  <b>BLOCK 4:</b> The DID shall be tailored as follows: a. Delete the requirements of paragraphs 10.3.f, g, & h. b. Delete the requirement for stapling in paragraph 10.2.  Data Item Descriptions may be found on the World Wide Web at: <a href="http://assist.daps.dla.mil/quicksearch/">http://assist.daps.dla.mil/quicksearch/</a>  <b>BLOCK 9:</b> <u>DISTRIBUTION STATEMENT D:</u> Distribution authorized to the Department of Defense and U.S. DoD contractors only due to protecting technical, operational, or operational use information from automatic dissemination under the International Exchange Program or by other means as determined on or after date of order award. Other requests for this document shall be referred CDSA DAM NECK CODE F00.  <u>EXPORT CONTROL WARNING:</u> WARNING – This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.  <b>BLOCK 10:</b> This report shall be delivered monthly in coincidence with the Contractor's fiscal month and the invoiced period of performance.  <b>BLOCK 12:</b> Days after reporting period (10DARP), in this case, shall mean working days.  <b>BLOCK 14:</b> The completed report shall be delivered in an electronic format. Unclassified reports may be delivered in either format; classified reports must be delivered only in the second (portable media) format. First choice of format shall be by electronic mail with the report as an attachment in an appropriate Microsoft application and the message serving as the transmittal letter. The "From" line serves as the "letterhead" and the signature. Second choice of format shall be by 3-1/2" diskette or compact disc in an appropriate Microsoft application containing a letter of transmittal and the report as an attached document. When using the second method, each recipient of the distribution shall receive his/her own separate diskette or CD.  Each report shall address all elements - where an element is not applicable, the report shall so state.  Content of the report shall also reflect the effort of all subcontractors.						a. Addressee		b. Copies			
						Draft		Final			
						Reg		Repro			
						CODE F33 (TA)		0	0	1	
						CODE F33 (PL)		0	0	1	
						CODE F33 (COR)		0	0	1	
15. TOTAL →								0	0	3	
G. Prepared by Bill L. Campbell				H. Date 20041116		I. Approved by		J. Date			







DEPARTMENT OF DEFENSE				1. CLEARANCE AND SAFEGUARDING					
<b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this effort)</i>				a. FACILITY CLEARANCE REQUIRED:					
				b. LEVEL OF SAFEGUARDING REQUIRED:					
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)				3. THIS SPECIFICATION IS: (X and complete as applicable)					
a. PRIME CONTRACT NUMBER				a. ORIGINAL <i>(Complete date in all cases)</i>		Date (YYMMDD)			
b. SUBCONTRACT NUMBER				b. REVISED <i>(Supersedes all previous specs)</i>		Revision No.	Date (YYMMDD)		
c. SOLICITATION OR OTHER NUMBER		DUE DATE (YYMMDD)		c. FINAL <i>(Complete item 5 in all cases)</i>		Date (YYMMDD)			
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO, If yes, complete the following Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract									
5. IS THIS A FINAL DD FORM 254 <input type="checkbox"/> YES <input type="checkbox"/> NO, If yes, complete the following: In response to the contractors request dated _____, retention of the identified classified material is authorized for a period of:									
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>									
a. NAME, ADDRESS, AND ZIP			b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>				
7. SUBCONTRACTOR									
a. NAME, ADDRESS, AND ZIP			b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>				
8. ACTUAL PERFORMANCE									
a. LOCATION			b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>				
GENERAL PROCUREMENT OF THIS PROCUREMENT									
10. THIS CONTRACT WILL REQUIRE ACCESS TO			YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:			YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION					a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY				
b. RESTRICTED DATA					b. RECEIVE CLASSIFIED DOCUMENTS ONLY				
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION					c. RECEIVE AND GENERATE CLASSIFIED MATERIAL				
d. FORMERLY RESTRICTED DATA					d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE				
e. INTELLIGENCE INFORMATION					e. PERFORM SERVICES ONLY				
(1) Sensitive Compartmented Information (SCI)					f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES				
(2) Non-SCI					g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER				
f. SPECIAL ACCESS INFORMATION					h. REQUIRE A COMSEC ACCOUNT				
g. NATO INFORMATION					i. HAVE TEMPEST REQUIREMENTS				
h. FOREIGN GOVERNMENT INFORMATION					j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS				
i. LIMITED DISSEMINATION INFORMATION					k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE				
j. FOR OFFICIAL USE ONLY INFORMATION					l. OTHER (Specify)				
k. OTHER (Specify)					SEE BLOCK 13 REMARKS				

**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ DIRECT ☐ THROUGH (Specify)

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

SEE ATTACHMENT "A" ('FOR OFFICIAL USE ONLY' ADDENDUM)

SEE ATTACHMENT "B" FOR STATEMENT OF WORK

MARKING ON CLASSIFIED DOCUMENTS OR MEDIA PROVIDED FOR THIS CONTRACT WILL CARRY THE NECESSARY CLASSIFICATION GUIDANCE.

ALL PERSONNEL PERFORMING TASKS UNDER THIS CONTRACT MUST BE U.S. CITIZENS.

PERSONNEL PERFORMING TASK ONBOARD U.S. NAVAL VESSELS MUST HOLD A SECRET CLEARANCE.

Cognizant Project Manager: Bill L. Campbell, Code F33  
(757) 492-0916  
[bill.l.campbell@navy.mil](mailto:bill.l.campbell@navy.mil)

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to NISPOM requirements, are established for this contract.  
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is required.)

☐ YES ☐ NO

**15. INSPECTIONS.** ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. (If yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if more space is needed.)

☐ YES ☐ NO

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

STEVEN K. ANDERSON

b. TITLE

Contracting Officer for Security  
Matters/Command Security Manager

c. TELEPHONE (Include Area Code)

757-492-7698

d. ADDRESS (Include Zip Code)

COMMANDING OFFICER  
COMBAT DIRECTION SYSTEMS ACTIVITY DAM NECK  
1922 REGULUS AVENUE  
VIRGINIA BEACH, VA 23461-2097

**17. REQUIRED DISTRIBUTION**

- ☐ a. CONTRACTOR  
☐ b. SUBCONTRACTOR  
☐ c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR  
☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION  
☐ e. ADMINISTRATIVE CONTRACTING OFFICER  
☐ f. OTHERS AS NECESSARY

e. SIGNATURE

## ATTACHMENT A

### FOR OFFICIAL USE ONLY (FOUO) ADDENDUM

The following procedures will be used to protect FOR OFFICIAL USE ONLY (FOUO) material:

1. **HANDLING:** Access to FOUO material shall be limited to those employees needing the material to do their jobs. The FOUO marking is assigned to material created by a DoD user agency. FOUO is not a classification, but requires extra precaution to insure it is not released to the public.
2. **MARKING:** Mark unclassified documents containing FOUO "FOR OFFICIAL USE ONLY" at the bottom of each page and back cover (if any). In a classified document, mark:
  - a. An individual paragraph that contains FOUO, but not classified material, by placing "FOUO" at the beginning of the paragraph.
  - b. The top and bottom of each page that has both FOUO and classified material with the highest security classification of the material on that page.
  - c. "FOUO" at the bottom of each page that has FOUO but not classified material.
  - d. If a classified document also contains FOUO material or if the classified material becomes FOUO when declassified, place the following statement on the bottom of the cover or the first page under the classification marking: "NOTE: If declassified, review the document to make sure material is not FOUO before public release."
  - e. Mark other records such as computer print outs, photographs, films, tapes, or slides "FOR OFFICIAL USE ONLY" so the receiver or viewer knows the record contains FOUO material.
  - f. Mark each part of a message that contains FOUO material. Unclassified messages containing FOUO material must show the abbreviation "FOUO" before the text begins.
  - g. Insure documents that transmit FOUO material call attention to any FOUO attachments.
  - h. FOUO material released to a contractor by a DoD user agency must have the following statement on the front page or cover: "THIS DOCUMENT CONTAINS MATERIAL EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT."
3. **FOUO STORAGE:** During normal duty hours, place FOUO material in an out-of-sight location if your work area is accessible to persons who do not have a valid need for the material. After normal duty hours, store FOUO material to prevent unauthorized access. File with other unclassified records in unlocked files or desks when internal building security is provided. When there is not internal security, locked buildings or rooms usually provide adequate after-hours protection. For additional protection, store FOUO material in locked containers such as file cabinets, desks or bookcases. Expenditure of funds for security container solely for the protection of FOUO material is prohibited.
4. **TRANSMISSION:** FOUO material shall be transmitted via U.S. Postal Service First Class mail or standard mail for bulk shipments. Electronic transmission of FOUO information (i.e. voice, data, or facsimile) shall be by approved secure communications systems whenever practical. All means used shall preclude unauthorized public disclosure.
5. **RELEASE:** FOUO material shall not be released outside the contractor's facility except to representatives of the DoD.
6. **DESTRUCTION:** When no longer needed, FOUO material shall be disposed of by a method that precludes its disclosure to unauthorized individuals.

March 2004

4200  
Ser  
27 September 2004

From: Commander, Naval Surface Warfare Center, Dahlgren Division, Dahlgren VA

**Subj: NOMINATION OF CONTRACTING OFFICER'S REPRESENTATIVE**

Ref: (a) NAVSEAINST 4200.178

1. As required by reference (a), I hereby nominate Bill Campbell as the Contracting Officer's Representative (COR) for the PFG-2 Data Link Capability support required in Solicitation (Solicitation Number here).

2. Bill's contact information is:

Bill L. Campbell, Electronics Engineer  
Combat Direction Systems Activity, Dam Neck  
1922 Regulus Avenue  
Virginia Beach VA 23461-2097  
(757) 492-0916  
(757) 646-1587 cell  
[bill.l.campbell@navy.mil](mailto:bill.l.campbell@navy.mil)

3. Bill Campbell is an Electronics Engineer who has worked for the Government on various electronics systems for more than 20 years. The last eight years have been devoted to in-service engineering support of aircraft carrier and amphibious ship combat direction systems and systems engineering support on the Department of Defense Military Health System's electronic patient record network. The nominee fully understands the technical requirements involved in this contract and has substantial experience monitoring Contractor performance. Bill Campbell has acted as a COR on a number of major contracts over the past fifteen years.

4. As COR for this contract, Bill will be responsible for clarifying all technical information, monitoring contract cost, contractor performance, Contract Data Requirements List (CDRL) deliveries; and resolving all technical problems and issues that may rise during the life of the contract. He will work closely with assigned Technical Assistants (TAs) and coordinate efforts with the Contracting Officer to ensure all performance parameters of the contract are fully satisfied.

5. Bill Campbell has successfully completed the NAVSEA-sponsored COR training course on May 15, 2003.

6. COR functions are included as one of the elements in Bill Campbell's Performance Appraisal Review System.

7. At this time, no alternate COR (ACOR) is nominated. If an ACOR is required, appropriate documentation will be provided via separate correspondence.

8. I recommend the COR be assigned the following duties:

- a. Control of all Government technical interface with the contractor.
  - b. Ensure that a copy of all Government technical correspondence is forwarded to the Contracting Officer (Ordering Officer) for placement in the contract file.
  - c. Promptly furnish documentation for any change, deviation or waiver, (whether generated by the Government or the contractor) to the Contracting Officer (and Ordering Officer) for placement in the contract (delivery order) file.
  - d. Review contractor invoices, and complete and sign the Contractor Invoice Review Format.
  - e. Determine the cause, and recommend appropriate corrective and/or preventive measures to the Contracting Officer (and Ordering Officer), in the event of contractor delay or failure to perform.
  - f. Regularly check contractor performance to ensure individual contractor employees have the skill levels required, and are actually performing at the levels charged during the period covered under the contract. Request assistance from Defense Contract Audit Agency (DCAA) when necessary, via the Contracting Officer (Ordering Officer).
  - g. Periodically check contractor performance to ensure labor hours charged appear consistent and reasonable, and any travel charged was necessary and actually occurred.
  - h. Complete a Process Information Report (PIR), in accordance with the schedule established in the Contract Administration Plan for the contract.
  - i. Ensure all Government Furnished Property is authorized under the contract, and adequately monitored and accounted for.
9. Any changes to these recommended duties must be discussed with the undersigned prior to issuance of the appointment letter.

\_\_\_\_\_  
Dept. Mgr., By direction

\_\_\_\_\_  
Date Signed

**COR ACKNOWLEDGMENT:**

I have reviewed my nomination and understand the duties and responsibilities of a COR.

\_\_\_\_\_  
(COR Name & Signature

\_\_\_\_\_  
Date Signed

Copy to:  
Code XVS

4200  
Ser  
18 November 2004

From: Commander, Naval Surface Warfare Center, Dahlgren Division, Dahlgren VA

**Subj: NOMINATION OF ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE**

Ref: (a) NAVSEAINST 4200.178

1. As required by reference (a), I hereby nominate Mary L. Anderson as the Alternate Contracting Officer's Representative (ACOR) for the PFG-2 data link capability contract to be awarded through Solicitation (Solicitation Number here).

2. Mary's contact information is:

Mary L. Anderson, Computer Scientist  
Combat Direction Systems Activity, Dam Neck  
1922 Regulus Avenue  
Virginia Beach VA 23461-2097  
(757) 492-7316  
[mary.l.anderson1@navy.mil](mailto:mary.l.anderson1@navy.mil)

3. Mary Anderson is a Computer Scientist who has worked for the Government on various combat systems and projects for more than 14 years. The last 10 years have been devoted to software development and support projects for various baselines of combat system software programs. The nominee fully understands the technical requirements involved in this contract and has substantial experience monitoring Contractor performance. Mary Anderson has acted as a Technical Assistant (TA) on a number of major contracts over the past 14 years.

4. As ACOR for this contract, Mary will be responsible for clarifying all technical information, monitoring contract cost, contractor performance, Contract Data Requirements List (CDRL) deliveries; and resolving all technical problems and issues that may rise during the life of the contract. She will work closely with the COR and assigned Technical Assistants (TAs) and coordinate efforts with the Contracting Officer to ensure all performance parameters of the contract are fully satisfied.

5. Mary Anderson has successfully completed the NAVSEA-sponsored COR training course in March 2000. She will have completed refresher training by the date of contract award.

6. COR/ACOR functions are included as one of the elements in Mary Anderson's Performance Appraisal Review System.

7. I recommend the ACOR be assigned the following duties:

- a. Control of all Government technical interface with the contractor.
- b. Ensure that a copy of all Government technical correspondence is forwarded to the Contracting Officer (Ordering Officer) for placement in the contract file.

c. Promptly furnish documentation for any change, deviation or waiver, (whether generated by the Government or the contractor) to the Contracting Officer (and Ordering Officer) for placement in the contract (delivery order) file.

d. Review contractor invoices, and complete and sign the Contractor Invoice Review Format.

e. Determine the cause, and recommend appropriate corrective and/or preventive measures to the Contracting Officer (and Ordering Officer), in the event of contractor delay or failure to perform.

f. Regularly check contractor performance to ensure individual contractor employees have the skill levels required, and are actually performing at the levels charged during the period covered under the contract. Request assistance from Defense Contract Audit Agency (DCAA) when necessary, via the Contracting Officer (Ordering Officer).

g. Periodically check contractor performance to ensure labor hours charged appear consistent and reasonable, and any travel charged was necessary and actually occurred.

h. Complete a Process Information Report (PIR), in accordance with the schedule established in the Contract Administration Plan for the contract.

i. Ensure all Government Furnished Property is authorized under the contract, and adequately monitored and accounted for.

9. Any changes to these recommended duties must be discussed with the undersigned prior to issuance of the appointment letter.

\_\_\_\_\_  
Department Manager

\_\_\_\_\_  
date

**COR ACKNOWLEDGMENT:**

I have reviewed my nomination and understand the duties and responsibilities of a COR.

\_\_\_\_\_  
COR Name & Signature

\_\_\_\_\_  
date

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## VALUE ENGINEERING GUIDE

### Navy Value Engineering Guide for Contractors

#### 1. Introduction.

The Navy has revitalized its Value Engineering (VE) program based on direction from the highest levels within the Department. This renewed VE effort is evident in the annual VE savings goals and training requirements already promulgated throughout the Navy Contracting System. To monitor and enhance the effectiveness of this initiative, the achievement of VE objectives has been incorporated, where appropriate, into Navy personnel performance appraisals. The policy of realizing maximum VE application in Navy contracts is being implemented and carefully reviewed throughout all levels of the Department of the Navy. However, to ensure this program's success, the active support, cooperation, and participation of the contractor community is required. We strongly invite your interest and involvement in the VE program, and believe that the mutual benefits realized thereby will be readily apparent in the following overview of VE methodology and procedures.

#### 2. Definitions, Policy and Procedures.

a. VE is a process of systematically analyzing functional requirements to achieve the essential functions in the most cost effective manner consistent with requisite performance, reliability/maintainability, and safety standards. It shares the same basic objectives and philosophy as other value improvement terms such as Value Analysis, Value Control, Value Management, etc. As a management discipline, VE has been successfully applied across the entire spectrum of the acquisition and support process. Its application is not and should not be limited by the term "engineering" to hardware design and production. VE is a fundamental approach, which challenges even basic premises (including the need for the product's existence) in light of viable substitutes. Because of this perspective, VE may be applied to systems, equipment, facilities, procedures, methods, software and supplies. VE's application in these various areas has resulted in more suitable products, cost savings and increased profits to the contractors.

b. Contractors participate in the Navy VE program by two (2) means:

(1) Voluntarily suggest methods for performing more economically and share in any resulting savings. Known as the "incentive" approach.

(2) Comply with contract clauses, which require a specific program be established to identify and submit to the Government methods for performing more economically. This requirement is incorporated as a separate priced line item of the contract and must meet minimum requirements of MIL-STD-1771. Known as the "Program Requirement" or "Mandatory" approach.

c. Basic policies for the VE program are set forth in FAR 48.102. Key features include:

(1) Agencies shall provide contractors a substantial financial incentive to develop and submit VECP's.

(2) Agencies shall provide contractors objective and expeditious processing of VECP's.

(3) Agencies shall encourage subcontractors to submit VECP's by requiring the prime to incorporate VE clauses in appropriate subcontracts.

(4) VE incentive payments do not constitute profit or fee within the limitation imposed by 10 U.S.C. 2036(d) and 41 U.S.C. 254(b).



d. VECP's can significantly increase profit. Contractors may share up to 55% of net savings, 50% of royalties and 20% of annual collateral savings when their cost reduction idea are adopted.

e. VE program output can be considerably improved through the formal training of the personnel involved. Such training is available on-site from private VE consultants and varies from straight classroom instruction to actual "hands-on" in-house VE projects guided by the instructor. This type of training may be tailored to the company's needs. The Government has two VE courses available. The "Contractual Aspects of VE" (CAVE), taught by the United States Air Force Institute of Technology School of Systems and Logistics at Wright Patterson Air Force Base; and the "Principles and Applications of VE" (PAVE), taught by the Army Management Engineering Training Activity at Rock Island. Both the CAVE and PAVE courses are open to Government contractor personnel on a space available basis and attendance is encouraged.

### **3. VE Methodology.**

It is unnecessary for contractors to "reinvent the wheel" by making large investments of time/energy/money to develop formal VE analysis techniques. A formal methodology consisting of seven (7) distinct elements has already been developed, tested and proven in extended use over the years. This methodology (as shown in the DOD Manufacturing Management Handbook for Program Managers) may be applied from the component level up to and including entire systems. In specific cases, some elements may be considered "givens" and rigidly following the elements in sequence may not be necessary. These seven (7) elements are:

(1) VE Project Selection - The choice of system, service, hardware, component, requirement, etc., for VE application.

(2) Determination of Function - Analysis and definition of the function of the selected VE project to answer the question. "What does it do?" The function itself may be questioned (i.e., is it necessary?).

(3) Information Gathering - Collection and assembly of all necessary information concerning the VE item selected. Allows the VE personnel to become intimately familiar with the item while answering the questions, "What does it cost?" and "What is this function worth?"

(4) Development of Alternatives - Perhaps the most important element of the seven. Where an alternative is being sought, the use of free imagination, tempered with experience, will develop the best ideas. In initial "brainstorming" sessions, all ideas, even the wildest, should be duly recorded and considered. Don't constrain yourself to a conservative approach at this time. This element will provide an answer to the question, "What else can perform this function?"

(5) Analysis of Alternatives - Through this analysis, it is possible to "weed out" those ideas, which appear technically or financially unfeasible. This analysis permits the selection of an alternative(s) for further feasibility testing based on the resulting cost estimates. This element answers the question, "What is the cost of the alternative(s)?"

(6) Feasibility Testing and Function Verification - Determines that the selected alternative(s) can perform the required function and are technically feasible. A variable alternative must provide the essential functional performance and be capable of being implemented. This element provides answers to the questions, "Are the alternatives technically feasible?" and "Does the alternative provide the essential function?"

(7) Preparation and Submission of Proposals - The final section, documentation and formal VECP preparation of the alternative. The VECP must be prepared and submitted in accordance with the requirements of the contract. Additional detailed guidance in utilizing formal VE methodology may be found in DOD Handbook 5010.8-H "Value Engineering" as well as in courses called out in paragraph 2e above.

#### 4. Sharing Mechanisms.

VE shall be implemented in Navy contracts by clauses identifying either the "incentive" or "mandatory" methods discussed in paragraph 2b above. The following table summarizes possible sharing arrangements under the different methods and by type of contract.

#### **GOVERNMENT/CONTRACTOR SHARES OF NET ACQUISITION SAVINGS** (Figures in percent)

##### Sharing Agreement

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and future Rate	Instant Contract Rate	Concurrent and future Rate
Fixed-price (Other than incentive)	50/50	50/50	75/25	75/25
Incentive (Fixed-price or cost)		50/50	*	75/25
Cost-reimbursement (Other than incentive)	75/25	75/25	85/15	85/15

\*Same sharing arrangements as the contract's profit or fee adjustment formula.

\*\*Includes cost-plus-award-fee contracts.

A contractor may be entitled to share in VE savings in two (2) different ways. The first results from savings on the acquisition of the product. Acquisition savings may accrue on your current contract, on other concurrent contracts where the VECP savings applies and on future contracts, which incorporate the VECP. The other type of savings is collateral savings. Collateral savings are those in any other area such as logistics support, operations or other ownership savings, which accrue to the Government as a result of accepting a VECP. The contractor is entitled to share in both acquisition savings and collateral savings. The extent of the sharing and types of savings shared are to be negotiated on a case-by-case basis depending on the nature of the VECP and subject to the sharing limits of the above table.